

01-23-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

102344503

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Venture Industries Corporation

1-21-03

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 29, 2003

2. Name and address of receiving party(ies)

Name: Bank One, N.A.

Internal
Address:

Street Address: 611 Woodward Avenue

City: Detroit State: MI Zip: 48226

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/073,808

B. Trademark Registration No.(s) 2,096,755

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marc A. Bergsman

Internal Address: Dickinson Wright, PLLC

Suite 800

Street Address: 1901 L Street, N.W.

City: Washington State: D.C. Zip: 20036

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41)

\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1061

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marc A. Bergsman

Name of Person Signing

Marc A Bergsman
Signature

December 30, 2002

Date

78

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded with required cover sheet information to
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

78073808

01/22/2003 LMIJELER 00000144 041061

40.00 CH
400.00 CH

01 FC: 0521
02 FC: 0522

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	<u>78073808</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.1</u>	<u>VENPET</u>	<u>TARR</u>	<u>LIVE</u>
2	<u>78079406</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.2</u>	<u>SUPERTUBE</u>	<u>TARR</u>	<u>LIVE</u>
3	<u>78079400</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.3</u>	<u>SUPERPIPE</u>	<u>TARR</u>	<u>LIVE</u>
4	<u>78079386</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.4</u>	<u>PULL-N-JECT</u>	<u>TARR</u>	<u>LIVE</u>
5	<u>78097886</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.5</u>	<u>VEHISTROLLER</u>	<u>TARR</u>	<u>LIVE</u>
6	<u>78079414</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.6</u>	<u>XTREME TUBE</u>	<u>TARR</u>	<u>LIVE</u>
7	<u>78079411</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.7</u>	<u>XTREME PIPE</u>	<u>TARR</u>	<u>LIVE</u>
8	<u>78079409</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.8</u>	<u>XTREME BEAM</u>	<u>TARR</u>	<u>LIVE</u>
9	<u>78122823</u>	<u>http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.9</u>	<u>VENPET</u>	<u>TARR</u>	<u>LIVE</u>

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10	<u>78079388</u>	http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.10	<u>PULJECT</u>	<u>TARR</u>	<u>LIVE</u>
11	<u>78079382</u>	http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.11	<u>PULLJECTION</u>	<u>TARR</u>	<u>LIVE</u>
12	<u>78079380</u>	http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.12	<u>PULL-IN-JECTION</u>	<u>TARR</u>	<u>LIVE</u>
13	<u>76258984</u>	http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.13	<u>PUCKY</u>	<u>TARR</u>	<u>LIVE</u>
14	<u>75070542</u>	<u>2096755</u>	<u>PLASTICS IN PROGRESS</u>	<u>TARR</u>	<u>LIVE</u>
15	<u>74716978</u>	http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.15	<u>VENTURE</u>	<u>TARR</u>	<u>LIVE</u>
16	<u>74716986</u>	<u>1979886</u>	<u>REAP</u>	<u>TARR</u>	<u>LIVE</u>
17	<u>74716980</u>	<u>2100731</u>	<u>V</u>	<u>TARR</u>	<u>LIVE</u>
18	<u>73717792</u>	http://tess.uspto.gov/bin/showfield?f=doc&state=837i18.9.18		<u>TARR</u>	<u>DEAD</u>

ALL PERSONAL PROPERTY AND FIXTURES
(U.S. VENTURE ENTITIES)

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT is entered into as of March 29, 2002 by and among VENTURE HOLDINGS COMPANY LLC, a Michigan limited liability company (the "Borrower"), VENTURE INDUSTRIES CORPORATION, a Michigan corporation, VENTURE LEASING COMPANY, a Michigan corporation, VENTURE MOLD & ENGINEERING CORPORATION, a Michigan corporation, VENTURE SERVICE COMPANY, a Michigan corporation, VENTURE HOLDINGS CORPORATION, a Michigan corporation, VEMCO, INC., a Michigan corporation, VEMCO LEASING, INC., a Michigan corporation, VENTURE EUROPE, INC., a Michigan corporation, VENTURE EU CORPORATION, a Michigan corporation and EXPERIENCE MANAGEMENT LLC, a Michigan limited liability company (collectively, including the Borrower, the "Debtors", and individually, a "Debtor"), and BANK ONE, NA, a national banking association formerly known as The First National Bank of Chicago, in its capacity as administrative agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

A. Venture Holdings Trust, a grantor trust organized under the laws of Michigan ("Venture Trust"), the Agent and the Lenders entered into a Credit Agreement dated as of May 27, 1999, as amended by the First Amendment to Credit Agreement dated as of June 4, 1999, as further amended by the Second Amendment to Credit Agreement dated as of June 29, 2000, and as further amended by the Third Amendment to Credit Agreement dated of even date herewith (as it may be further amended or modified from time to time, the "Credit Agreement").

B. Venture Trust has assigned its rights and obligations under the Credit Agreement as the Borrower under, among other agreements, the Credit Agreement, to the Borrower pursuant to the Trust Contribution Agreement dated as of May 27, 1999.

C. Pursuant to the requirements of the Credit Agreement, each Debtor entered into a Security Agreement dated as of May 27, 1999 (as it may be amended or modified from time to time, the "Existing Security Agreement") in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

D. The parties now desire to amend and restate the Existing Security Agreement on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein and in the Existing Security Agreement contained, each Debtor and the Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in Michigan Uniform Commercial Code. Terms defined in the Michigan UCC which are not otherwise defined in this Security Agreement are used herein as defined in the Michigan UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Collateral" means all Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits, and Other Collateral, wherever located, in which each Debtor now has or hereafter acquires any right or interest, and the proceeds (including Stock Rights), insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

"Commercial Tort Claims" means those certain currently existing commercial tort claims of the Borrower described on Exhibit "H" attached hereto.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the Michigan UCC.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Documents" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Equipment" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" shall have the meaning set forth in Article 9 of the Michigan UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Instruments" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Inventory" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Michigan UCC" means the Michigan Uniform Commercial Code *as in effect from time to time*.

"Other Collateral" means any property of any Debtor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of each Debtor other than real estate.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which any Debtor may from time to time designate in writing as Pledged Deposits, pledged to the Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (x) prior to an acceleration of the obligations under the Credit Agreement, the Required Lenders, (y) after an acceleration of the obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders holding in the aggregate at least 51% of the total of (i) the unpaid principal amount of outstanding Advances and (ii) the aggregate net early termination payments then due and unpaid from any Borrower to the Lenders or any affiliate of any Lender under Rate Hedging Agreements, as determined by the Agent in its reasonable discretion, and (z) after the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full (whether or not the obligations under the Credit Agreement were ever accelerated), Lenders and any affiliate of any Lender holding in the aggregate at least 51% of the aggregate net early termination payments then due and unpaid from any Borrower to the Lenders or any affiliate of any Lender under Rate Hedging Agreements, as determined by the Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Agent or any of the

Lenders in connection with the documentation, administration, collection or enforcement thereof), of the Borrower or any Subsidiary (as defined in the Credit Agreement) to the Agent or any of the Lenders or any branch, subsidiary or affiliate thereof, howsoever and whensoever created, arising, evidenced or acquired pursuant to the Credit Agreement or any other Loan Document (as defined in the Credit Agreement), including, without limitation, those arising under or pursuant to this Security Agreement, and any Rate Hedging Agreements (as defined in the Credit Agreement) with any of the Lenders or any affiliate of any Lender.

"Security" has the meaning set forth in Article 8 of the Michigan UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which any Debtor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which any Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

Each Debtor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of such Debtor's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Debtor represents and warrants to the Agent and the Lenders that:

3.1. Title, Authorization, Validity and Enforceability. Except for intellectual property which such Debtor has either licensed from or to third parties, and except for equipment which the usage by such Debtor is by way of a lease or usage agreement (the "Leased Equipment"), such Debtor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. As to such intellectual property, each Debtor has assigned all of its rights, title and interest to the Agent, subject to such Debtor's right to make additional licenses of the same as its customary

business requires. And as to such Leased Equipment, each Debtor has assigned all of its rights, title and interest to the Agent subject to such Debtor's ability to lease the same to third parties, so long as such leases are permitted under Section 6.13(vii) of the Credit Agreement. The execution and delivery by such Debtor of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of such Debtor and creates a security interest which is enforceable against such Debtor in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against such Debtor in the locations listed on Exhibit "E", the Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by such Debtor of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Debtor or such Debtor's trust agreement, articles or certificate of incorporation, bylaws, articles of organization or operating agreement, as the case may be, the provisions of any indenture, instrument or agreement to which such Debtor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Agent on behalf of the Lenders).

3.3. Type and Jurisdiction of Organization. The Borrower is a limited liability company organized under the laws of the State of Michigan. Each of Venture Industries Corporation, Venture Leasing Company, Venture Mold & Engineering Corporation, Venture Service Company, Venture Holdings Corporation, Vemco, Inc., Vemco Leasing, Inc., Venture Europe, Inc. and Venture EU Corporation is a corporation organized under the laws of the State of Michigan. Experience Management LLC is a limited liability company organized under the laws of the State of Michigan.

3.4. Principal Location. Each Debtor's mailing address, and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit "A"; each Debtor has no other places of business except those set forth in Exhibit "A".

3.5. Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by one or more of the Debtors except for locations (i) which are leased by a Debtor as lessee and designated in Part B of Exhibit "A", (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or lessee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory such Debtor has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Inventory, or (iii) at which Equipment is being leased or subject to a usage or lease agreement as designated in Part D of Exhibit "A", with respect to which Equipment such Debtor has delivered lease or usage agreements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Equipment.

3.6. No Other Names. No Debtor has conducted business under any name except the name in which it has executed this Security Agreement, which is the exact name as it appears in each Debtor's organizational documents, as amended, as filed with each Debtor's jurisdiction of organization, except as set forth in Exhibit "F".

3.8. No Default. No Default or Unmatured Default exists.

3.8. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of such Debtor relating thereto and in all invoices and reports with respect thereto furnished to the Agent by such Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, such Debtor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.9. Filing Requirements. None of the Equipment is covered by any certificate of title, except for the vehicles described in Part A of Exhibit "B". None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (i) the vehicles described in Part B of Exhibit "B" and (ii) patents, trademarks and copyrights held by such Debtor and described in Part C of Exhibit "B". The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit "C" together with the name and address of the record owner of each such property.

3.10. No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Debtor as debtor has been filed in any jurisdiction except (i) financing statements naming the Agent on behalf of the Lenders as the secured party, (ii) as described in Exhibit "D" and (iii) as permitted by Section 4.1.6.

3.11. Federal Employer Identification Number. Each Debtor's Federal employer identification number is set forth in Exhibit "G".

3.12. State Organizational Number. If each Debtor is a registered organization, each Debtor's State organizational number is set forth in Exhibit "G".

ARTICLE IV

COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. General.

4.1.1. Inspection. Each Debtor will permit the Agent or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of such Debtor relating to the Collateral and (iii) to discuss the Collateral and the related records of such Debtor with, and to be advised as to the same by, the Debtor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Agent or such Lender may determine, and all at such Debtor's expense.

4.1.2. Taxes. Each Debtor will pay when due all taxes, assessments and governmental

charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established on the books and records of such Debtor.

4.1.3. Records and Reports; Notification of Default. Each Debtor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time request. Each Debtor will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4. Financing Statements and Other Actions; Defense of Title. Each Debtor hereby authorizes the Agent to file, and if requested will execute and deliver to the Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. Each Debtor will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5. Disposition of Collateral. No Debtor will sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to Section 6.13 of the Credit Agreement, (ii) until such time following the occurrence of a Default as such Debtor receives a notice from the Agent instructing such Debtor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as such Debtor receives a notice from the Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6. Liens. No Debtor will create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Exhibit "D" and (iii) other Liens permitted pursuant to Section 6.15 of the Credit Agreement.

4.1.7. Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. Each Debtor will:

(a) preserve its existence as a corporation or limited liability company, as the case may be, and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;

(b) not change its state of organization;

(c) not maintain its place of business (if its has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified on Exhibit "A"; and

(d) not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) change its name or taxpayer identification

number or (iii) change its mailing address,

unless such Debtor shall have given the Agent not less than 15 days' prior written notice of such event or occurrence and the Agent shall have either (x) determined that such event or occurrence will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral, or (y) taken such steps (with the cooperation of such Debtor to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Agent's security interest in the Collateral.

4.1.8. Other Financing Statements. No Debtor will sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. No Debtor will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, such Debtor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2. Collection of Receivables. Except as otherwise provided in this Security Agreement, such Debtor will collect and enforce, at the Debtor's sole expense, all amounts due or hereafter due to such Debtor under the Receivables.

4.2.3. Delivery of Invoices. Each Debtor will deliver to the Agent immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Agent shall specify.

4.2.4. Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of any Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, such Debtor will disclose such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Debtor relating to such Receivable and in connection with any invoice or report furnished by such Debtor to the Agent relating to such Receivable.

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. Each Debtor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition, except for scrap or obsolete material or equipment.

4.3.2. Insurance. Each Debtor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Agent, (ii) maintain such other insurance

on the Collateral for the benefit of the Agent as the Agent shall from time to time request, (iii) furnish to the Agent upon the request of the Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Agent, on behalf of the Lenders, as an additional insured.

4.3.3. Titled Vehicles. Each Debtor will give the Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Agent, upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Agent noted on any such certificate.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. Each Debtor will (i) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral (if any then exist), except for checks received by such Debtor in the ordinary course of its business, (ii) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Chattel Paper, Securities and Instruments constituting Collateral, except for checks received by such Debtor in the ordinary course of its business, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Agent shall specify, and (iv) upon the Agent's request, after the occurrence and during the continuance of a Default, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Securities and Certain Other Investment Property. Each Debtor will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Security Agreement. Each Debtor will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, each Debtor will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Agent in form and substance satisfactory to the Agent.

4.6. Stock and Other Ownership Interests.

4.6.1. Changes in Capital Structure of Issuers. Except as otherwise permitted under Section 6.12 of the Credit Agreement, no Debtor will (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2. Issuance of Additional Securities. No Debtor will permit or suffer the issuer of

privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral which such Debtor controls to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to such Debtor.

4.6.3. Registration of Pledged Securities and other Investment Property. Each Debtor will permit any registerable Collateral to be registered in the name of the Agent or its nominee at any time at the option of the Required Secured Parties.

4.6.4. Exercise of Rights in Pledged Securities and other Investment Property. Each Debtor will permit the Agent or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7. Pledged Deposits. No Debtor will withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Agent.

4.8. Deposit Accounts. Each Debtor will (i) upon the Agent's request, cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with the Agent, in form and substance satisfactory to the Agent in order to give the Agent Control of the Deposit Account or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Agent's request after the occurrence and during the continuance of a Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Agent, transferring ownership of the Deposit Account to the Agent or transferring dominion and control over each such other deposit to the Agent until such time as no Default exists. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

4.9. Letter-of-Credit Rights. Each Debtor will upon the Agent's request, cause each issuer of a letter of credit, to consent to the assignment of proceeds of the letter of credit in order to give the Agent Control of the letter-of-credit rights to such letter of credit.

4.10. Federal, State or Municipal Claims. Each Debtor will notify the Agent of any Collateral which constitutes a claim against the United States government or any state government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V

DEFAULT

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of any Debtor under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2. The breach by any Debtor of any of the terms or provisions of Article IV or Article VII.

5.1.3. The breach by any Debtor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Security Agreement which is not remedied within 10 days after the giving of written notice to such Debtor by the Agent.

5.1.4. Any Substantial Portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed, other than any loss of Collateral which is covered by insurance and the proceeds of such insurance are paid to the Agent for application to the Secured Obligations.

5.1.5. Any Secured Obligation which constitutes principal under any Note shall not be paid when due, whether at stated maturity, upon acceleration, or otherwise, or any Secured Obligation which constitutes interest under any Note or any commitment fee or any other obligation under any of the Loan Documents shall not be paid within five days after the same becomes due.

5.1.6. The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.2. Acceleration and Remedies. Upon the acceleration of the obligations under the Credit Agreement pursuant to Section 8.1 thereof, the Secured Obligations shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and the Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

5.2.1. Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Agent and the Lenders prior to a Default.

5.2.2. Those rights and remedies available to a secured party under the Michigan UCC (whether or not the Michigan UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3. Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or

any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable.

The Agent, on behalf of the secured parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Rate Hedging Agreements outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Rate Hedging Agreements pursuant to the terms of the agreement governing any Rate Hedging Agreements.

5.3. Debtors' Obligations Upon Default. Upon the request of the Agent after the occurrence of a Default, each Debtor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. The Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, each Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, each Debtor's rights under all licenses and all franchise agreements shall inure to the Agent's benefit. In addition, each Debtor hereby irrevocably agrees that the Agent may, following the occurrence and during the continuance of a Default, sell any of any Debtor's Inventory directly to any person, including without limitation persons who have previously purchased such Debtor's Inventory from such Debtor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to such Debtor and any Inventory that is covered by any copyright owned by or licensed to such Debtor and the Agent may finish any work in process and affix any trademark owned by or licensed to such Debtor and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an

acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 8.2 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon request of the Agent after the occurrence of a Default or Unmatured Default, each Debtor shall execute and deliver to the Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Agent.

7.2. Collection of Receivables. The Agent may at any time after the occurrence of a Default, by giving the Debtors written notice, elect to require that the Receivables be paid directly to the Agent for the benefit of the Lenders. In such event, each Debtor shall, and shall permit the Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Agent. Upon receipt of any such notice from the Agent, each Debtor shall thereafter hold in trust for the Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Special Collateral Account. The Agent may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured Obligations. No Debtor shall have any control whatsoever over said cash collateral account. If no Default or Unmatured Default has occurred or is continuing, the Agent shall from time to time deposit the collected balances in said cash collateral account into the Debtors' general operating accounts with the Agent. If any Default or Unmatured Default has occurred and is continuing, the Agent may (and shall, at the direction of the Required Secured Parties), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Secured Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all costs and expenses of the Agent incurred in connection with the collection and enforcement of the Secured Obligations or of the security interest granted to the Agent pursuant to this Security Agreement;

(b) SECOND, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest and fees and net early termination payments then due and unpaid from any Debtor or any Subsidiary to any of the Lenders or any affiliate of any Lender under Rate Hedging Agreements, pro rata among the Lenders in accordance with the amount of such accrued and unpaid interest and fees and such net early termination payments owing to each of them;

(c) THIRD, to payment of the principal of the Secured Obligations, pro rata among the Lenders in accordance with the amount of such principal then due and unpaid owing to each of them;

(d) FOURTH, to payment of any Secured Obligations (other than those listed above) pro rata among those parties to whom such Secured Obligations are due in accordance with the amounts owing to each of them; and

(e) FIFTH, the balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Agent into the Debtor's general operating account with the Agent.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral; Condition of Collateral. Each Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to such Debtor, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

8.2. Compromises and Collection of Collateral. Each Debtor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Debtor agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

8.3. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which any Debtor has agreed to perform or pay in this

Security Agreement and such Debtor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.3. Each Debtor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Action. Each Debtor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact (i) to execute on behalf of such Debtor as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Agent or such Debtor, (vi) to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and such Debtor agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection therewith, provided that this authorization shall not relieve such Debtor of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5. Specific Performance of Certain Covenants. Each Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Agent and the Lenders, that the Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of such Debtor contained in this Security Agreement, that the covenants of such Debtor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against such Debtor.

8.6. Use and Possession of Certain Premises. Upon the occurrence of a Default, the Agent shall be entitled to occupy and use any premises owned or leased by any Debtor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Debtor for such use and occupancy.

8.7. Dispositions Not Authorized. No Debtor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between any Debtor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Lenders.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of each Debtor, the Agent and the Lenders and their respective

successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Debtor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Agent.

8.9. Survival of Representations. All representations and warranties of each Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by each Debtor, together with interest and penalties, if any. Each Debtor shall reimburse the Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by any Debtor in the performance of actions required pursuant to the terms hereof shall be borne solely by such Debtor.

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.13. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Debtors and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Debtors and the Agent relating to the Collateral.

8.14. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN.

8.15. Distribution of Reports. Each Debtor authorizes the Agent, as the Agent may elect in its sole discretion, to discuss with and furnish to its affiliates and to the Lenders or to any other person or entity having an interest in the Secured Obligations (whether as a guarantor, pledgor of collateral, participant or otherwise) all financial statements, audit reports and other information pertaining to such Debtor and its Subsidiaries whether such information was provided by such Debtor or prepared or obtained by the Agent. Neither the Agent nor any of its employees, officers, directors or agents makes any representation or warranty regarding any audit reports or other analyses of any Debtor's and their Subsidiaries' condition which the Agent may in its sole discretion prepare and elect to distribute, nor shall the Agent or any of its employees, officers, directors or agents be liable to any person or entity receiving a copy of such reports or analyses for any inaccuracy or omission contained in or relating thereto.

8.16. Indemnity. Except for gross negligence or willful misconduct of the Agent or any Lender, the Debtor hereby agrees to indemnify the Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Lenders or any Debtor, and any claim for patent, trademark or copyright infringement).

8.17. Continuation of Security Interests. Each Debtor hereby acknowledges and agrees that this Security Agreement amends and restates the Existing Security Agreement in its entirety and each Debtor also acknowledges, agrees and represents that all Collateral granted by the Existing Security Agreement continues with the same priority as originally granted and secures, among other liabilities, all present and future indebtedness, obligations and liabilities pursuant to the Credit Agreement and the Loan Documents, including without limitation all credit extensions made pursuant thereto and all fees and expenses owing thereunder. all present and future indebtedness, obligations and liabilities of the Borrower or any Debtor to the Agent or any Lender or any affiliate of any Lender related to any Rate Hedging Agreement, all other present and future indebtedness, obligations and liabilities of the Borrower or any Debtor to the Agent or any Lender and all other present and future indebtedness, obligations and liabilities of the Borrower or any Debtor to the Agent or any Lender as further described in the Loan Documents.

ARTICLE IX

NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Article XIII of the Credit Agreement.

9.2. Change in Address for Notices. Each of the Debtors, the Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X

THE AGENT

The First National Bank of Chicago has been appointed Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

IN WITNESS WHEREOF, each Debtor and the Agent have executed this Amended and Restated Security Agreement as of the date first above written.

VENTURE HOLDINGS COMPANY LLC

By: Michael D Alexander

Title: CFO

VENTURE INDUSTRIES CORPORATION

By: Michael D Alexander

Title: CFO

VENTURE LEASING COMPANY

By: Michael D Alexander

Title: CFO

VENTURE MOLD & ENGINEERING CORPORATION

By: Michael D Alexander

Title: CFO

VENTURE SERVICE COMPANY

By: Michael D Alexander

Title: CFO

VENTURE HOLDINGS CORPORATION

By: Michael D Alexander

Title: CFO

VEMCO, INC.

By: Michael D Alexander

Title: CFO

VEMCO LEASING, INC.

By: Michael D Alexander

Title: CFO

VENTURE EUROPE, INC.

By: Michael D Alexander

Title: CFO

VENTURE EU CORPORATION

By: Michael D Alexander

Title: CFO

EXPERIENCE MANAGEMENT LLC

By: Michael D Alexander

Title: CFO

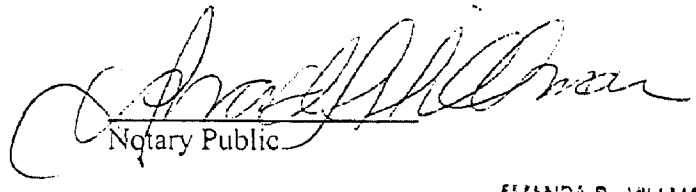
BANK ONE, NA, as Agent

By: William J. Maxbauer

Title: William J. Maxbauer
Director

STATE OF MI
COUNTY OF Oakland) SS

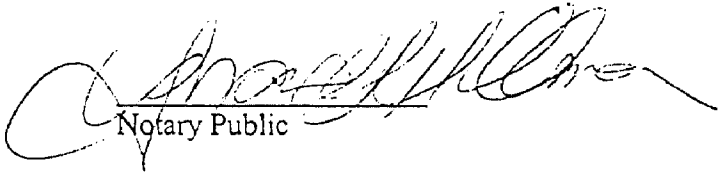
The foregoing instrument was acknowledged before me this 27th day of March, 2002, by Michael Alexander the CFO of Venture Holdings Company LLC, on behalf of said limited liability company.


Notary Public

AMANDA S. HILLMAN
NOTARY PUBLIC OAKLAND CO MI
My commission expires ~~APR 13, 2005~~ APR 13, 2005

STATE OF MI
COUNTY OF Oakland) SS


The foregoing instrument was acknowledged before me this 27th day of March, 2002, by Michael Alexander the CFO of Venture Industries Corporation, on behalf of said corporation.


Notary Public

AMANDA S. HILLMAN
NOTARY PUBLIC OAKLAND CO MI
My commission expires: ~~APR 13, 2005~~ APR 13, 2005

STATE OF MI
COUNTY OF Oakland) SS

The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Michael Alexander the CEO of Venture Leasing Company, on behalf of said corporation.


Notary Public

My commission expires: APR 17, 2005
AMANDA S. HILLMAN
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES APR 17, 2005

STATE OF MI
COUNTY OF Oakland) SS

The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Michael Alexander the CEO of Venture Mold & Engineering Corporation, on behalf of said corporation.


Notary Public

My commission expires: APR 17, 2005
AMANDA S. HILLMAN
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES APR 17, 2005

STATE OF MI
COUNTY OF Oakland) SS

The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Michael Alexander, the CEO of Venture Service Company, on behalf of said corporation.

[Signature]
Notary Public

AMANDA S. HILLMAN
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Apr 17, 2005

My commission expires: _____

STATE OF MI
COUNTY OF Oakland) SS

The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Michael Alexander the CEO of Venture Holdings Corporation, on behalf of said corporation.


[Signature]
Notary Public

AMANDA S. HILLMAN
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Apr 17, 2005

My commission expires: _____

STATE OF MI
COUNTY OF Oakland) SS

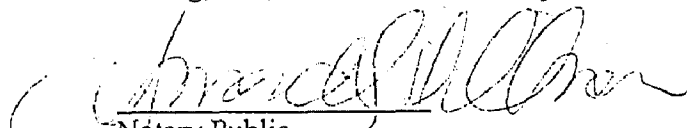
The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Michael Alexander the CEO of Vemco, Inc., on behalf of said corporation.


Notary Public

ROBERTA S. HILLMAN
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Apr 17, 2005
My commission expires: Apr 17, 2005

STATE OF MI
COUNTY OF Oakland) SS

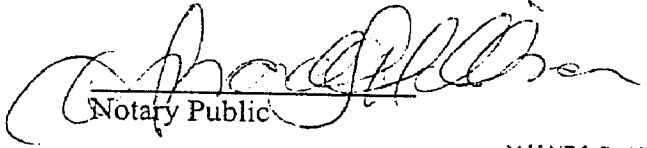
The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Michael Alexander the CEO of Vemco Leasing, Inc., on behalf of said corporation.


Notary Public

ROBERTA S. HILLMAN
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Apr 17, 2005
My commission expires: Apr 17, 2005

STATE OF MI
COUNTY OF Oakland) SS

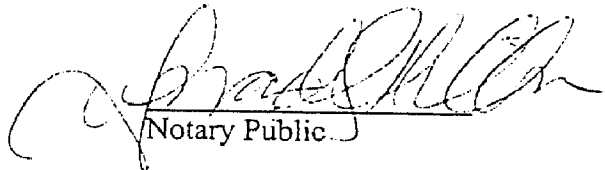
The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Michael Alexander, the CEO of Venture Europe, Inc., on behalf of said corporation.


Notary Public

AMANDA S. HILLMAN
NOTARY PUBLIC OAKLAND CO., MI
My commission expires: COMMISSION EXPIRES Apr 17, 2005

STATE OF MI
COUNTY OF Oakland) SS

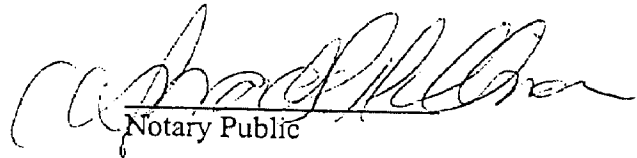
The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Michael Alexander, the CEO of Venture EU Corporation., on behalf of said corporation.


Notary Public

AMANDA S. HILLMAN
NOTARY PUBLIC OAKLAND CO., MI
My commission expires: COMMISSION EXPIRES Apr 17, 2005

STATE OF MI)
COUNTY OF Oakland) SS

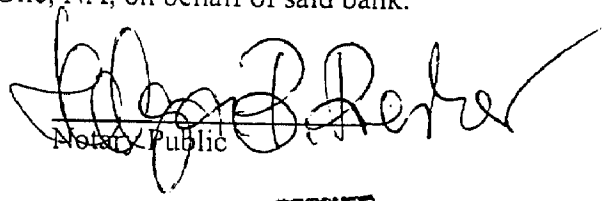
The foregoing instrument was acknowledged before me this 20th day of March, 2002, by Michael Alexander, the CEO of Venture Holdings Trust, a member of Experience Management LLC, on behalf of said company.


Notary Public

AMANDA E. MILLMAN
NOTARY PUBLIC OAKLAND CO., MI
My commission expires: MY COMMISSION EXPIRES Apr 17, 2005

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 29th day of March, 2002, by William Maxbauer, the Director of Bank One, NA, on behalf of said bank.


Notary Public

HELGA B. PRIESNER
NOTARY PUBLIC OAKLAND CO., MI
My commission expires: MY COMMISSION EXPIRES Apr 30, 2004

EXHIBIT "A"

(See Sections 3.3, 3.4, 3.5, 4.1.7 and 9.1 of Security Agreement)

Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

33662 James J. Pompo Drive
P.O. Box 278
Fraser, Michigan 48026

Attention: Michael G. Torakis, President

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Debtors:

1. 33662 James J. Pompo Drive, Fraser, Michigan 48026
Owner: Venture Leasing Company
2. 17300 Malyn, Fraser, Michigan 48026
Owner: Venture Leasing Company
3. 141 Base Line Road, East, Wallaceburg, Ontario, Canada
Owner: Venture Leasing Company
4. 10230 N. Holly Road, Grand Blanc, Michigan 48439
Owner: Venture Leasing Company
5. 35135 Groesbeck Highway, Clinton Township, Michigan 48045
Owner: Venture Leasing Company
6. 29 Superior Street, Hillsdale, Michigan 49242
Owner: Venture Holdings Corporation
7. 2400 Bradshaw Road, Hopkinsville, Kentucky
Owner: Vemco Leasing, Inc.
8. 700 Lafayette Road, Route 1, Seabrook, New Hampshire 03874
Owner: Venture Holdings Corporation
9. 2109 Commerce Street, Lancaster, Ohio 43130
Owner: Venture Holdings Corporation
10. 3000 Michigan Avenue, Madison, Indiana 47250
Owner: Venture Holdings Corporation

- 11. 1701 West McDonald Street, Hartford City, Indiana 47348
Owner: Venture Holdings Corporation
- 12. 400 South Bridge Street, Portland, Indiana 47371
Owner: Venture Holdings Corporation

B. Properties Leased by the Debtors (Include Landlord's Name):

Address:	17085 Masonic, Fraser, Michigan 48026
Lessor:	Venture Real Estate Acquisition Company
Lessee:	Venture Industries Corporation
Address:	34537 Bennett Drive, Fraser, Michigan 48026
Lessor:	Deluxe Pattern Corporation d/b/a Venture Laser Technologies, Inc.
Lessee:	Venture Mold & Engineering Corporation
Address:	4641 Vandyrke, Almont, Michigan
Lessor:	Windall Industries
Lessee:	Venture Service Company
Address:	4701 Vandyrke, Almont, Michigan
Lessor:	Venture Real Estate, Inc.
Lessee:	Venture Mold & Engineering Corporation
Address:	5849 Acropolis Drive, Elmira, Michigan 49730
Lessor:	Larry J. Winget and Alicia Winget
Lessee:	Venture Industries Corporation, Venture Mold & Engineering Corporation and Vemco, Inc.
Address:	34410 Commerce Road, Fraser, Michigan 48026
Lessor:	Venture Real Estate, Inc.
Lessee:	Venture Mold & Engineering Corporation
Address:	17400 Malyn, Fraser, Michigan 48026
Lessor:	Venture Real Estate, Inc.
Lessee:	Venture Industries Corporation
Address:	17350 Malyn, Fraser, Michigan 48026
Lessor:	Venture Real Estate, Inc.
Lessee:	Venture Industries Corporation
Address:	34501 Harper, Clinton Township, Michigan
Lessor:	Harper Properties of Clinton Township
Lessee:	Venture Industries Corporation

Address: 5015 52nd Street, SE, Grand Rapids, Michigan
Lessor: First Industrial Financing Partnership, LP
Lessee: Venture Industries Corporation (and affiliates)

Address: 5050 Kendrick, SE, Grand Rapids, Michigan
Lessor: First Industrial Financing Partnership, LP
Lessee: Venture Industries Corporation (and affiliates)

Address: 2230B Pembroke Road, Hopkinsville, Kentucky
Lessor: Hopkinsville Associates Limited Partnership through leasing agent Phillip Mullins Co., Inc.
Lessee: Venture Industries Corporation

Address: 1940 Barrett, Troy, Michigan
Lessor: Louca Mold Company
Lessee: Venture Mold & Engineering Corporation

Address: 33714 & 33716 Doreka, Fraser, Michigan 48026
Lessor: Deluxe Development Company
Lessee: Venture Industries Corporation

Address: 1027 E. Fourteen Mile Road, Troy, Michigan
Lessor: Donald C. Nolte
Lessee: Venture Industries Corporation

Address: 333 Gore Road, Conneaut, Ohio 44030
Lessor: State of Ohio Bond
Lessee: Venture Holdings Corporation

Address: 6555 Fifteen Mile Road, Sterling Heights, Michigan 48077
Lessor: Charrington Estates Limited Partnership
Lessee: Venture Industries Corporation and Venture Service Company

Address: 26155 Groesbeck Highway, Warren, Michigan 48089
Lessor: Richard T. Gordon
Lessee: Venture Industries Corporation

C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
NOT APPLICABLE

D. Locations pursuant to Lease Agreements (include Lessee's Name):
NOT APPLICABLE

EXHIBIT "B"
(See Section 3.9 of Security Agreement)

A. Vehicles subject to certificates of title:

<u>Description</u>	<u>Title Number & State Where Issued</u>
--------------------	--

SEE ATTACHED

B. Aircraft/engines, ships, railcars and other vehicles governed by federal statute:

<u>Description</u>	<u>Registration Number</u>
--------------------	----------------------------

NOT APPLICABLE

C. Patents, copyrights, trademarks protected under federal law*:

SEE ATTACHED

*For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

MODEL YEAR	TRADE NAME	MODEL TYPE	VIN NUMBER	COSI NEW	Venture	Industries Vehicle Summary	DRIVER	DRIVER'S LICENSE	BIRTH DATE
1 1966	Chevrolet	Caprica Coupe	166476F243197	\$1,500	March 29, 2002	LICENSE PLATE	Alicia Joanne Winget	W-523-488-441-863	03/16/43
2 1993	Buick	Park Avenue Ultra	1G4CJ5310P1635125	\$26,400	Leonard	N/A	Errol Shane Hollis	H-420-234-765-724	07/18/64
3 1993	Buick	Park Avenue Ultra	1G4CJ5317P1639091	\$25,900	Fraser	GLC886	Timothy Clifton Cannon	S-340-271-792-389	05/23/63
4 1993	Cadillac	Fleetwood	1G6CB83B6P4241813	\$38,000	Armada	EJN386	Donald John Dmytryszyn	D-536-149-429-724	09/18/39
5 1994	Cadillac	STS	1G6KY5295R0825728	\$44,000	ML.Clemens	GWX932	Chester Joseph Makowski	M-220-115-441-354	05/09/23
6 1995	Jeep	Grand Cher. (Orvis)	1J4GZ78Y8SC601076	\$32,500	Marysville	JXB857	Michael David Myers	M-620-603-135-972	12/23/47
7 1999	Jeep	Grand Cherokee	1J4GW68N3XC527856	\$37,403	Imlay City	3CWX37	Keith Martin Hoemke	H-520-465-585-447	06/15/64
8 1996	Jaguar	XJ12	1J4JMX634XT076437	\$75,000	Auburn Hills	LPH224	Larry Joseph Winget	W-523-488-421-199	11/10/42
9 1996	Jeep	Cherokee	1J4FJ28S6VL600241	\$23,253	Lapeer	NZK555	Shelley Darlene Eckhout	E-523-765-195-584	07/25/65
10 1997	Oldsmobile	Cutlass	1G3WH52M2VF318948	\$18,000	Harrison Twp.	4BXS20	Donna M. Lintz	L-532-149-566-792	10/15/61
11 1997	Chevrolet	Astro Van	1GCDMI9W1WB143507	\$20,700	Madison Height	2955EW	Louis Joseph Nagy	N-200-549-441-169	03/05/57
12 1998	Jeep	Grand Cherokee	1J4GW68NXXC527854	\$37,403	Leonard	HHQ591	Alicia Joanne Winget	W-523-488-421-199	03/16/43
13 1998	Jeep	Grand Cherokee	1J4GW68N5XC625836	\$35,826	Leonard	LMR381	Larry Joseph Winget	W-523-488-441-863	07/15/60
14 1999	Jeep	Grand Cherokee	1J4GW68N1XC760991	\$34,906	Leonard	GHW876	Annalisa Jolene Winget	W-523-048-421-199	11/10/42
15 1999	Cadillac	DTS	1G6JF5733YU222774	\$51,934	Leonard	SNP199	Larry Joseph Winget	W-523-441-441-863	03/01/79
16 2000	Cadillac	DTS	1G6KF5492YU339802	\$48,522	Leonard	IDR158	Alicia Joanne Winget	W-523-488-421-199	11/10/42
17 2000	GMC	Safari	1GKDM19W5YB58236	\$22,755	Fraser	GWW777	Susie Gagnon	G-255-778-143-467	3/16/43
18 2000	Mercedes	S600	WDBNG78J1A204456	116777.43	Leonard	UHN923	Larry Joseph Winget	W-523-488-441-863	06/18/71
						LICENSE PLATE			
									11/10/42
MODEL YEAR	TRADE NAME	MODEL TYPE	VIN NUMBER	COSI NEW	GARAGED	LICENSE PLATE	DRIVER	DRIVER'S LICENSE	BIRTH DATE
19 1987	Dodge	Wgn. W150 P/U	1B7HW14TXH5320423	\$23,000	Eimira	HG4318	Acropolis-Bob Scott	S-300-745-367-118	
20 1989	Ford	State	1FDZY90X1KVA20275	\$22,500	Fraser	2HQ615			
21 1990	GMC	Sierra P/U	1GTDK14K9LE503952	\$19,090	Lima	SV4125	Fleet Vehicle		09/05/63
22 1992	GMC	Sierra	2GTFK291N1539131	\$16,600	Flint	YX6577	Loi Finishers		
23 1993	Ford	F-250	1FTHE25H7PLA79591	\$15,900	Fraser	WB7972	NOVA		
24 1994	Ford	F-250	1FTH25H2RLB09146	\$19,000	Clinton Twp.	XN6394	Groesbeck		
25 1994	GMC	Pickup	1GTFK24K4RZ523560	\$21,100	Rochester	XU1676	Daniel Glenn Nelson	N-425-135-282-917	05/15/56
26 1994	Dodge	Ram 150 Truck	1B7HF16Z2RS691062	\$23,500	Rochester	XK4822	Wyndgate		12/01/66
27 1994	Ford	F-250	1FTEF25N7RLA01954	\$16,600	Clinton Twp.	XH5600	Harper Plant		

TRADEMARK

REEL: 002656 FRAME: 0464

28	1995	Chevrolet	Van	1GCEG25K3SF105588	\$19,500	Eraser	YA3147	V.A.E.C.		
29	1995	GMC	Sierra P/U	1GDHK39N6SE807371	\$33,195	Flint	2051EK	Mark Clinton Gregson	G-625-585-119-320	04/26/61
29	1996	Dodge	Ram Truck	1B7KF26Z2JU103394	\$27,500	Gaylord	DMN160	Robert James Scott	S-300-745-367-118	02/14/26
30	1997	Ford	Cube Truck	1FDKE37L9VHB42377	\$28,200	Rochester Hills	6042EF	Wyndgate Staff		
31	1998	Dodge	Ram Truck	3B7KF26Z2WM286481	\$28,000	Almont	0714EX	Almont Staff		
32	1998	Dodge	Ram Truck	1B7MC3352W1140765	\$28,000	Almont	0715EX	Almont Staff		
33	1999	Ford	F-450	1FDXF4638XEA92447	\$28,000	Venture Mold	IDR158	Almont Staff		
34	2002	Ford	F-350	1FTSF31S02EA75246	\$29,596	Venture Mold	6787KG	John Murphy/Almont Staff	M-610-429-261-369	05/15/56
				TRACTORS/STAKE TRUCKS						
35	1984	GMC	Stake Truck	1GDG7D1B0EV515054	\$500	Rochester		Wyndgate		
36	1985	White/Volvo	Truck	1WUADCJ5E8FN07211	\$14,000	Plant 4	ZK6887	Harper		
37	1986	GMC	Truck	1GIGK24M1GF706466	\$8,000	Rochester Hills	XU3263	Wyndgate		
38	1987	Chevrolet	Truck	1GBHR34K6HS162922	\$8,000	Rochester	9848AG	Golf Course		
39	1989	Ford	Stake Truck	1FDZY90X1KVA20275	\$22,500	Redford	N/A	Venture Mold		
40	1989	Ford	Truck LITS8000	1FDZY82A9KVA56881	\$35,500	Fraser	ZHO615	Wyndgate		
41	1989	White/GMC	Tractor	4V1WDBJF4KN620502	\$16,000	Fraser	ZW3139	Grosbeck		
42	1991	GMC	Stake Truck	1GDJC34K1ME517790	\$14,500	Fraser	IB2173	Venture Mold		
43	1991	Ford	L-9000 Tractor	1EDY9085MVA24944	\$28,000	Grand Blanc	ZI8563	Vemco		
44	1993	Ford	F-450	2FDLF47M2PCA86647	\$22,000	Fraser	ZM6181	V.A.E.C.		
45	1993	Mack	600	1M2B209C3PM011055	\$70,000	Fraser	ZK70938	Robert William Burnette	B-653-745-887-856	11/06/62
46	1994	Mack	CH613	1M1AA13Y4RW037491	\$69,000	Flint	ZT8625	Darrell William Myers	M-620-135-887-658	09/23/58
47	1994	GMC	Tractor	44V1JDBPF8RR829519	\$65,000	Flint	ZI8626	V.A.C.		
48	1995	Western Star	Tractor	2WKPDCC3H3SK936266	\$88,500	Almont	ZP6611	Theodore Thomas Murphy	M-610-742-792-334	05/01/57
49	1995	Ford	F-800	1FDNF80C8SVA14470	\$35,000	Fraser	ZR6125	Venture Mold-Mound		
50	2001	Western Star	Milennium	5CKEDDCJ7100037	\$116,000	Almont		Venture Mold		
		MODEL				GARAGED	LICENSE PLATE			
		YEAR	TRADE NAME	MODEL TYPE	VIN NUMBER	CITY/STATE	NUMBER	DRIVER	DRIVER'S LICENSE	BIRTH DATE
				TRAILERS						
54	1977	City	Trailer	AF1174608	\$6,400	Fraser	B75164	Venture Mold		
55	1982	Tug	Trailer	VT9E1123C1102346	\$300	Rochester	Q14574	Wyndgate		
56	1983	Eruehauf	Trailer	1H2V0482XDB002004	\$5,000	Flint	D20525	Grosbeck		
57	1984	Trailmobile	Trailer	1PT01AAH2E9004819	\$7,000	Fraser	J51721	Masonic Plant	Working Trailer	
58	1984	Monon	Trailer	INNVF4821EMO79830	\$8,800	Clinton Twp	B71320	Harper Plant	Working Trailer	
59	1984	Monon	Trailer	INNVF4828EMO79856	\$5,800	Clinton Twp	B71340	Harper Plant		
60	1984	Monon	Trailer	INNVF4827EMO79671	\$5,800	Clinton Twp	BA1340	Plant 4		

*

*

VENTURE INDUSTRIES CORPORATION

04/01/02

UNITED STATES TRADEMARKS

<u>B&K #</u>	<u>SER. NO.</u>	<u>FIL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>EXPIRES</u>	<u>MARK</u>
VEI 0161 TUS	716,980	08/17/95	2,100,731 {Affidavit due 09/30/03}	09/30/97	09/30/07	V Design
VEI 0162 TUS	716,978	08/17/95		PENDING		VENTURE and Design
VEI 0163 TUS	716,986	08/17/95	1,979,886 {Affidavit due 06/11/02}	06/11/96	06/11/06	REAP
VEI 0181 TUS	070,542	03/11/96	2,096,755 {Affidavit due 09/16/03}	09/16/97	09/16/07	PLASTICS IN PROGRESS and Design

TRADEMARK

REEL: 002656 FRAME: 0467

PROCKS AND KUSHMAN

2AR 4A 11A

Venture Industries, Inc.
U.S. Trademarks

- 2 -

04/01/02

<u>B&K #</u>	<u>SER. NO.</u>	<u>FIL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>EXPIRES</u>	<u>MARK</u>
VEI 0302 TUS	Application never filed			CLOSED		PIM

Int. Cl.: 40

Prior U.S. Cls.: 100, 103 and 106

Reg. No. 2,100,731

United States Patent and Trademark Office

Registered Sep. 30, 1997

**SERVICE MARK
PRINCIPAL REGISTER**



VENTURE INDUSTRIES CORPORATION
(MICHIGAN CORPORATION)
33662 JAMES J. POMPO DRIVE
FRASER, MI 480263927

FIRST USE 5-0-1995, FIRST USED IN AN-
OTHER FORM IN 1974; IN COMMERCE
5-0-1995.

FOR: CUSTOM PLASTIC INJECTION MOLD-
ING OF PARTS, IN CLASS 40 (U.S. CLS. 100, 103
AND 106).

SER. NO. 74-716,980, FILED 8-17-1995.

ELLEN B. AWRICH, EXAMINING ATTORNEY

VENTURE INDUSTRIES CORPORATION
A Michigan Corporation
33662 James J. Pompo Drive
Fraser, Michigan 48026-3927

Date of First Use: May, 1995

In Interstate Commerce: May, 1995

Class: International Class 42

Services: Custom plastic injection
molding services

U.S. Serial No.
74/716,978
filed 8-17-95



Int. Cl.: 40

Prior U.S. Cls.: 100, 103 and 106

Reg. No. 2,096,755

United States Patent and Trademark Office

Registered Sep. 16, 1997

**SERVICE MARK
PRINCIPAL REGISTER**

PLASTICS IN PROGRESS

VENTURE INDUSTRIES CORPORATION
(MICHIGAN CORPORATION)
33662 JAMES J. POMPO DRIVE
FRASER, MI 480263927

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "PLASTICS", APART FROM
THE MARK AS SHOWN.

FOR: CUSTOM PLASTIC INJECTION MOLD-
ING OF PARTS, IN CLASS 40 (U.S. CLS. 100, 103
AND 106).

SER. NO. 75-070,542. FILED 3-11-1996.

FIRST USE 1-31-1996; IN COMMERCE
1-31-1996.

MONTIA O. GIVENS, EXAMINING ATTOR-
NEY

VENTURE INDUSTRIES CORPORATION

04/01/02

FOREIGN TRADEMARKS

TRADEMARK: V DESIGN
 (Based on U.S. Serial No. 716,980)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>B&K #</u>
Australia	678,327	06/13/97	10 years	11/16/05	VEI 0161 TAU
Canada	511,386	04/29/99	15 years	04/29/14	VEI 0161 TCA
Germany	39600874	06/25/96	10 years	01/31/06	VEI 0161 TDE
Great Britain	2,057,327	11/15/96	10 years	02/16/06	VEI 0161 TGB
Italy	733,022	11/04/97	10 years	11/17/05	VEI 0161 TIT

Venture Industries Corporation
Foreign Trademarks

- 2 -

04/01/02

TRADEMARK: VENTURE and Design
(Based on U.S. Serial No. 716,978)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>B&K #</u>
Australia	678,325	06/13/97	10 years	11/16/05	VEI 0162 TAU
Canada	797,719 filed 11/17/95		PENDING		VEI 0162 TCA
Germany	39600873	07/02/96	10 years	01/31/06	VEI 0162 TDE
Great Britain	2,057,313	11/15/96	10 years	02/16/06	VEI 0162 TGB
Italy	733,024	11/04/97	10 years	11/17/05	VEI 0162 TIT

Venture Industries Corporation
Foreign Trademarks

- 3 -

04/01/02

TRADEMARK: REAP
(Based on U.S. Serial No. 716,986)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>B&K #</u>
Australia	678,326	02/10/97	10 years	11/16/05	VEI 0163 TAU
Canada	797,724 filed 11/17/95		ABANDONED		VEI 0163 TCA
Germany	396 00872	06/25/96	10 years	01/31/06	VEI 0163 TDE
Great Britain	2,057,325	05/16/97	10 years	02/16/06	VEI 0163 TGB
Italy	733,023	11/04/97	10 years	11/17/05	VEI 0163 TIT

Venture Industries Corporation
Foreign Trademarks

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04/01/02

TRADEMARK: PLASTICS IN PROGRESS and Design
(Based on U.S. Serial No. 070,542)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>B&K #</u>
Australia	714,961	07/25/97	10 years	08/12/06	VEI 0181 TAU
Canada	514,907	08/20/99	15 years	08/20/14	VEI 0181 TCA
Community Trademark	315,994	11/30/98	10 years	08/12/06	VEI 0181 TEU
Germany	Application not filed		ABANDONED		VEI 0181 TDE
Great Britain	Application not filed		ABANDONED		VEI 0181 TGB

Venture Industries Corporation
Foreign Trademarks

- 5 -

04/01/02

TRADEMARK: VENTURE

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.?)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>B&K #</u>
Great Britain	2,057,306	11/29/96	10 years	02/16/06	VE1 01 82 TGB

EXHIBIT "C"
(See Section 3.9 of Security Agreement)

Legal description, county and street address of property on which
Fixtures are located:

Facility, County and Address of Record

AEC-Bennett Facility, Macomb County, 34537 Bennett Drive, Fraser, Michigan, 48026

Almont Facility, Lapeer County, 4641 Van Dyke, Almont, Michigan, 48003

Almont Facility II, Lapeer County, 4701 South Van Dyke, Almont, Michigan, 48003

Commerce Facility, Macomb County, 34410 Commerce, Fraser, Michigan, 48026

Conneaut Facility, Ashtabula County, 333 Gore Road, Conneaut, Ohio, 44030

Doreka Facilities, Macomb County, 33714 & 33716 Doreka, Fraser, Michigan, 48026

Grand Blanc Facility, Genesee County, 10230 North Holly Road, Grand Blanc, Michigan, 48439

Grand Rapids Complex, Kent County, 5015 52nd Street, Grand Rapids, Michigan, 49512

Grand Rapids Complex Shipping Warehouse, Kent County, 5050 Kendrick Court, SE, Grand Rapids, Michigan, 49512

Groesbeck Facility, Macomb County, 35135 Groesbeck, Clinton Township, Michigan, 48035

Groesbeck Warehouse, Macomb County, 26155 Groesbeck Highway, Warren, Michigan 48089

Harper Facility, Macomb County, 34501 Harper, Clinton Township, Michigan, 48035

Hartford City Facility, Blackford County, 1701 West McDonald Street, Hartford City, Indiana, 47348

Hillsdale Facility, Hillsdale County, 29 Superior Street, Hillsdale, Michigan, 49242

Hopkinsville Complex, Christian County, 2400 Bradshaw Road, Hopkinsville, Kentucky, 42240

Hopkinsville Complex Warehouse, Christian County, 2230 B Pembroke Road, Hopkinsville, Kentucky, 42240

Lancaster Facility, Fairfield County, 2109 Commerce Street, Lancaster, Ohio, 43130

Madison Facility, Jefferson County, 3000 Michigan Avenue, Madison, Indiana, 47250

Masonic Facility, Macomb County, 17085 Masonic, Fraser, Michigan 48026

Malyn Warehouse Complex, Macomb County, 17400 Malyn, Fraser, Michigan, 48026

Malyn Warehouse Complex, Macomb County, 17350 Malyn, Fraser, Michigan, 48026

Malyn Warehouse Complex, Macomb County, 17300 Malyn, Fraser, Michigan, 48026

Venture Automotive Corp., Genesee County, G-3367 Corunna Road, Flint, Michigan, 48532

Portland Facility, Jay County, 400 South Bridge Street, Portland, Indiana, 47371

Sales and Technical Center, Macomb County, 6555 Fifteen Mile Road, Sterling Heights, Michigan

Seabrook Facility, Rockingham County, 700 Lafayette Road, Route 1, Seabrook, New Hampshire, 03874

Technical Center, Macomb County, 33662 James J. Pompo, Fraser, Michigan, 48026

Troy Center, Oakland County, 1940 Barrett, Troy, Michigan, 48083

Troy Product Development Center, Oakland County, 1027 East 14 Mile Road, Troy, Michigan, 48083

Venture Canada Facility, Kent County, 6941 Baseline Road, Wallaceburg, Ontario, N8A-4L5, Canada

Legal description:

Parcel I

Lot 5, except the northerly 26 feet thereof, CATALLO INDUSTRIAL PARK, as recorded in Liber 77, Pages 1, 2 and 3 of Plats, Macomb County Records

Tax Item No. 11-32-276-007
Fraser No. : 33-078-004-00

Parcel II

Part of the northeast one-quarter of Section 32, town 2 North, Range 13 East, City of Fraser, Macomb County Michigan, being more particularly described as beginning at a point being 165.00 feet, south 89 degrees 50 minutes 16 seconds east 666.88 feet, south 00 degrees 15 minutes 20 seconds west from the north one-quarter corner of said Section 32; thence south 89 degrees 44 minutes 40 seconds east 310.00 feet; thence south 00 degrees 15 minutes 20 seconds west 304.00 feet; thence north 89 degrees 44 minutes 40 seconds west 310.00 feet; thence north 00 degrees 15 minutes 20 seconds east 304.00 feet to the point of beginning. Together with rights of ingress and egress over a parcel 70.00 in width described as beginning at a point being 165.00 feet south 89 degrees 50 minutes 16 seconds east and 666.88 feet south 00 degrees 15 minutes 20 seconds west 310.00 feet south 89 degrees 44 minutes 40 seconds east from the north one quarter corner of said section 32; thence continuing south 89 degrees 44 minutes 40 seconds east 70.00 feet; thence south 00 degrees 15 minutes 20 seconds west 304.00 feet; thence north 89 degrees 44 minutes 40 seconds west 70.00 feet; thence north 00 degrees 15 minutes 20 seconds east 304.00 feet to the point of beginning, also subject to the rights of ingress and egress over a parcel described as beginning at a point on the north line of said section 32, 475.00 feet south 89 degrees 50 minutes 16 seconds east from the north one-quarter corner of said section 32; thence continuing south 89 degrees 50 minutes 16 seconds east 70.00 feet; thence south 00 degrees 15 minutes 20 seconds west 667.50 feet; thence north 89 degrees 44 minutes 40 seconds west 70.00 feet; thence north 00 degrees 15 minutes 20 seconds east 667.38 feet to the point of beginning.

Tax Item No: 11-32-2-1-013
Fraser No. 33-003-010-80

Almont Facility, Lapeer County, 4641 Van Dyke, Almont, Michigan, 48003

Legal description:

01 40 203 000 00 T6N R12E BARNES ACRES LOT 4 AND COM SW COR LOT 5,
TH N ALONG HWY R/W 100 FT, N 85 DEG 37'31" E 285.02 FT, TH S 32 DEG
47'21" E 130 FT ALONG E LOT LN, TH N 69 DEG 17' W 300 FT ALONG S
LOT LN TO POB SPLIT FROM LOT 5 93

Commerce Facility, Macomb County, 34410 Commerce, Fraser, Michigan, 48026

Legal description:

Situated in the City of Fraser, Macomb County, Michigan, described
as:

The West 325 feet of Lots 44 through 50, both inclusive, FRASER
INDUSTRIAL SUBDIVISION, according to the plat thereof as recorded
in Liber 58, pages 43 and 44 of Plats, Macomb County Records.

Doreka Facility, Macomb County, 33714 & 33716 Doreka, Fraser, Michigan, 48026

Legal description:

Premises situated in the City of Fraser, County of Macomb, State of
Michigan, to-wit:

A 9,130 square foot unit of a multi tenant building more
commonly known as: 33714 and 33716 Doreka, Fraser, Michigan

EXHIBIT A

Legal Description of Real Property

situated in the City of Conneaut, County of Ashtabula, and state of Ohio and being part of Original Lots 58 and 59;

Beginning at a point in the centerline of Gore Road at the northeast corner of land conveyed to H. & L. Williams (as recorded in Volume 629, Page 420, Ashtabula County Records of Deeds);

thence, N 89° 24' E, along the centerline of Gore Road, 2,056.57 feet to a point in the northerly right of way line of Norfolk & Western R.R.;

thence, S 60° 32' W, along the northerly right of way line of Norfolk & Western R.R., 51.78 feet to an iron pin in the southerly line of Gore Road;

thence, in the same course, 2,192.92 feet to an iron pin in a point of curve;

thence southwesterly, along a curve in the northerly line of Norfolk & Western R.R., having an angle of 4° 32' 16", a radius of 11,503.10 feet, a chord bearing and distance of S 58° 15' 52" W, 911.29 feet, an arc distance of 911.51 feet to an iron pin in the southeast corner of land conveyed to A.J. Ritari (as recorded in Volume 310, Page 509, Ashtabula County Records of Deed);

thence N 0° 01' E, along the easterly line of Ritari and the easterly line of land conveyed to M.L. & B.J. Simpson (as recorded in Volume 639, Page 406, Ashtabula County Records of Deeds), 661.52 feet to an iron pin in the southerly line of land conveyed to D. & H. McDonald (as recorded in Volume 386, Page 157, Ashtabula County Records of Deeds);

thence, N 89° 24' E, along the southerly line of McDonald, 499.99 feet to an iron pin;

thence, N 0° 49' E, along the easterly line of McDonald, 621.15 feet to a point in the southwest corner of Williams;

thence, N 89° 24' E, along the southerly line of Williams, 160.00 feet to a point;

thence, N 0° 49' E, along the easterly line of Williams, 272.50 feet to the place of beginning.

V/5799/4450/AD3

Grand Blanc Facility, Genesee County, 10230 North Holly Road, Grand Blanc, Michigan, 48439

Legal description:

Part of East 1/2 of Section 33, Township 6 North, Range 7 East, described as follows: Beginning at East 1/4 corner of said Section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 1000.38 feet along the East line of section; thence South 89 degrees 24 minutes 09 seconds West 1332.25 feet; thence South 00 degrees 08 minutes 38 seconds East 994.10 feet; thence South 00 degrees 04 minutes 29 seconds East 315.53 feet; thence North 89 degrees 24 minutes 11 seconds East 1331.32 feet; thence North 309.26 feet along the East line of said section to the point of beginning.

Except commencing at the East 1/4 corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 1000.38 feet along the East line of Section; thence South 89 degrees 24 minutes 09 seconds West 270.00 feet; thence South 00 degrees 35 minutes 51 seconds East 20.00 feet to the point of beginning, thence South 00 degrees 35 minutes 51 seconds East 110.00 feet; thence South 89 degrees 24 minutes 09 seconds West 100.00 feet; thence North 00 degrees 35 minutes 51 seconds West 110.00 feet; thence North 89 degrees 24 minutes 09 seconds East 100.00 feet to point of beginning.

TOGETHER WITH A 20.00 foot easement for water main purposes over, under and across the following: Commencing at the East 1/4 corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 980.38 feet along the East line of Section to the point of beginning; thence South 89 degrees 24 minutes 09 seconds West 269.85 feet; thence South 00 degrees 35 minutes 51 seconds East 20.00 feet; thence North 89 degrees 24 minutes 09 seconds East 269.70 feet; thence North 00 degrees 08 minutes 16 seconds West 20.00 feet to point of beginning.

TOGETHER WITH A 66.00 foot easement for ingress and egress purposes over, under, and across the above described property. Said easement being 33.00 feet each side of the following described line: Commencing at the East 1/4 corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 672.98 feet along the East line of section to point of beginning; thence South 89 degrees 24 minutes 09 seconds West 226.24 feet; thence 295.00 feet along a tangential curve; concave to the North, having a radius of 313.00 feet and a central angle of 54 degrees 00 minutes 00 seconds; thence North 36 degrees 35 minutes 51 seconds West 76.54 feet; thence North 53 degrees 24 minutes 09 seconds East 45.94 feet; thence 73.83 feet along a tangential curve, concave to the South, having a radius of 117.50 feet and a central angle of 36 degrees 00 minutes 00 seconds; thence North 89 degrees 24 minutes 09 seconds East 50.84 feet to the terminus of said line. The side lines of said easement are prolonged or shortened to terminate at the appropriate lines of the above described property.

Grand Rapids Complex, Kent County, 5015 52nd Street, Grand Rapids, Michigan, 49512

Legal description:

That part of the Southwest fractional one-quarter, Section 30, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point on the South line of said Section, which is North 90°00'00" East 882.00 feet from the Southwest corner of said section; thence North 00°36'24" West 550.00 feet parallel with the West line of said section; thence North 90°00'00" East 329.52 feet; thence South 00°12'15" West 550.00 feet along the West line of the East 1050.00 feet of said Southwest fractional one-quarter; thence South 90°00'00" West 321.80 feet along the South line of said section to the place of beginning.

Subject to highway right-of-way over the South 50.00 feet thereof.

Grand Rapids Complex Shipping Warehouse, Kent County, 5050 Kendrick Court, SE, Grand Rapids, Michigan, 49512

Legal description:

Part of the Southwest fractional one-quarter and part of the Southeast one-quarter of Section 30, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: BEGINNING on the North-South one-quarter line, North 1°21'21" West 620.00 feet from the South one-quarter corner; thence South 88°27'24" West 1050.00 feet parallel with the South line of said section; thence North 1°21'21" West 1091.10 feet along the East line of Cascade Industrial Park Plat (recorded in Liber 80, Page 50, Kent County Records); thence North 88°29'51" East 1123.00 feet along a line being parallel with and 179.86 feet South of the South line of the North 40 acres of the Southwest fractional one-quarter of said section to a point being 73.00 feet East of the North-South one-quarter line; thence South 1°21'21" East 384.18 feet; thence South 88°28'41" West 73.00 feet along the North line of the South one-half of the Southeast one-quarter of said section; thence South 1°21'21" East 706.48 feet to the Place of Beginning.

TOGETHER with an easement for ingress-egress, public and private utilities over the West 50.00 feet of the East 310.00 feet of the South 620.00 feet of the Southwest fractional one-quarter of Section 30, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan.

Groesbeck Facility, Macomb County, 35135 Groesbeck, Clinton Township, Michigan, 48035

Legal description:
Township of Clinton

PARCEL 1: Lots 23, 24 and 25, PIPER'S FACTORY SITES NO. 1, according to the plat thereof as recorded in Plat Liber 8, Page 73, Macomb County Records.

PARCEL 2: A parcel of land located in and being a part of the Southwest 1/4 of section 28, Township 2 North, Range 13 East, and being more particularly described as follows: COMMENCING at a point 1311.03 feet South 88 degrees 23 minutes East from the Southwest corner of said section 28 and thence extending North 01 degrees 25 minutes East 273.0 feet, thence North 88 degrees 23 minutes West 85.55 feet; thence North 32 degrees 45 minutes East 222.21 feet recorded, and (222.63 feet measured), along the southeasterly line of the Grand Trunk Western Railroad right of way, thence South 01 degrees 23 minutes West 453.20 feet along the westerly line of Pipers Factory Sites No. 1, a subdivision of part of the Southwest 1/4 of section 28, as recorded in Plat Liber 8, page 73, Macomb County Records, thence North 88 degrees 23 minutes west 30.0 feet along with the south section line, also being the centerline of 15 Mile Road to point of beginning.

SCHEDULE A (Continued)

Groesbeck Warehouse, Macomb County, 26155 Groesbeck Hwy, Warren, MI

LEGAL DESCRIPTION:

PARCEL 1: Part of the northeast 1/4 of Section 24, town 1 North, Range 12 East, described as: Commencing at the center post of section 24; thence north 89 degrees 57 minutes east 633.35 feet; thence north 34 degrees 21 minutes east 955.10 feet along the centerline of Groesbeck Highway (M-97) to the point of beginning; thence north 57 degrees 01 minute west 600.61 feet; thence north 34 degrees 18 minutes east 145.20 feet; thence south 57 degrees 01 minute east 600.74 feet to a point on the centerline of Groesbeck Highway; thence south 34 degrees 21 minutes west 145.20 feet to the point of beginning, being Lots 4 and 5 Lambrechts Ind. Subdivision, unrecorded.

PARCEL 2: Part of the north 1/2 of Section 24, Town 1 North, Range 12 East, described as: Commencing at the center post of section 24; thence north 89 degrees 57 minutes east 633.35 feet; thence north 34 degrees 21 minutes east 156.50 feet along the centerline of Groesbeck Highway (M-97); thence north 57 degrees 01 minutes west 60.00 feet; thence north 34 degrees 21 minutes east 217.80 feet along the 60 foot right of way line north 34 degrees 21 minutes east 580.80 feet (recorded 580.46 feet measured); thence north 57 degrees 01 minute west 540.61 feet; thence south 34 degrees 18 minutes west 580.80 feet; thence south 57 degrees 01 minute east 540.19 feet to the point of beginning, being Lots 6 through 13, both inclusive, Lambrecht Ind. Subdivision, unrecorded.

PARCEL 13-24-752 010
26155 Groesbeck

Harper Facility, Macomb County, 34501 Harper, Clinton Township, Michigan, 48035

Legal description:

Land in the Township of Clinton, County of Macomb, State of Michigan, described as:

Lots 4, 5, 6, 7, 8, 9 and 10, except portions thereof taken for the I-94 Expressway, and vacated Louise (Rinas) Street in Supervisor's Plat No. 1, part of the Northeast 1/4 of Section 35, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, according to the plat thereof a recorded in Liber 14 of Plats, page 23, Macomb County Records, and being more particularly described as: Beginning at the Southeasterly corner of said Lot 4; thence North 59 degrees 14 minutes 37 seconds West 510.73 feet to the Southwesterly corner of said Lot 4; thence North 07 degrees 37 minutes 37 seconds West along the Westerly line of said Supervisor's Plat No. 1, distance of 256.24 feet to a point on the I-94 Expressway right-of-way; thence along said right-of-way the following courses and distances North 39 degrees 39 minutes 48 seconds East 196.04 feet and North 49 degrees 03 minutes 43 seconds East 239.01 feet and North 61 degrees 04 minutes 48 seconds East 211.49 feet and North 72 degrees 24 minutes 48 seconds East, 211.49 feet and North 88 degrees 44 minutes 57 seconds East 149.02 feet and South 69 degrees 54 minutes 46 seconds East, 149.02 feet and South 59 degrees 14 minutes 37 seconds East, 17.25 feet to a point on the right-of-way of Harper Avenue (as widened 1/2 equals 60 feet wide); thence along said right-of-way South 30 degrees 45 minutes 23 seconds West 252.66 feet; thence North 88 degrees 27 minutes 53 seconds East, 31.94 feet to a point on the platted right-of-way of said Harper Avenue (1/2 equals 33 feet wide); thence along said right-of-way South 30 degrees 45 minutes 23 seconds West 833.00 feet to the point of beginning.

Hartford City Facility, Blackford County, 1701 West McDonald Street, Hartford City, Indiana,
47348

Real estate located in Licking Township, Blackford County, Indiana a described in the continuation of Schedule A attached hereto and made a part hereof.

A part of the Southwest Quarter and a part of the Northwest Quarter of Section 10, Township 23 North, Range 10 East;
ALSO a part of the Southeast Quarter and a part of the Northeast Quarter of Section 9, Township 23 North, Range 10 East in Licking Township, Blackford County, Indiana, described as follows:

Beginning at a point on the south line of the Northwest Quarter of Section 10, Township 23 North, Range 10 East, said point being North 89 degrees 50 minutes 07 seconds East 40.00 feet (assumed bearing) from the southwest corner of said Quarter Section; thence North 00 degrees 00 minutes 00 seconds 50.00 feet parallel with the west line of said quarter section; thence North 89 degrees 50 minutes 07 seconds East 595.00 feet, thence North 00 degrees 00 minutes 00 seconds 941.57 feet to the south line of McDonald Street; thence North 89 degrees 56 minutes 11 seconds West 595.00 feet to a point 40 feet East of the west line of said quarter section; thence South 00 degrees 00 minutes 00 seconds 248.35 feet to a point on the southerly right-of-way line of Maynard Street extended East; thence North 90 degrees 00 minutes 00 seconds West 530.50 feet along said right-of-way line into the Northeast Quarter of Section 9, Township 23 North, Range 10 East to the center line of the railroad switch to the Bathey Manufacturing Company; thence South 00 degrees 02 minutes 06 seconds West 585.77 feet along said center line to the point of beginning of a curve, said point being North 89 degrees 57 minutes 54 seconds West 649.74 feet from the radius of said curve; thence Southeasterly 460.26 feet along said curve to a point that is south 49 degrees 26 minutes 54 seconds West 649.74 feet from the radius of said curve, said point being where said curve intersects the northerly right-of-way line of a railroad (Formerly the Pittsburg, Cincinnati & St. Louis Railroad); thence South 64 degrees 43 minutes 51 seconds East 426.87 feet along said northerly line to a point, said point being in the Southwest Quarter, of Section 10, Township 23 North, Range 10 East and being 40 feet easterly from the west line of said Quarter Section; thence North 01 degrees 28 minutes 00 seconds West 441.05 feet to the point of beginning.

Hillsdale Facility, Hillsdale County, 29 Superior Street, Hillsdale, Michigan, 49242

PARCEL A: A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, INCLUDING A PART OF LOT 157, CLOVER HILL ADDITION, BEING PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS ON PAGE 36, HILLSDALE COUNTY RECORDS, DESCRIBED AS:

COMMENCING AT THE CENTER OF SAID SECTION 26; THENCE EAST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26, 337.00 FEET; THENCE NORTH 00 DEGREES 34' 10" EAST, 33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 34' 10" EAST ALONG THE EAST LINE OF SUPERIOR STREET (BEING 66 FEET WIDE), 847.30 FEET; THENCE SOUTH 60 DEGREES 05' 51" EAST 320.77 FEET; THENCE SOUTH 00 DEGREES 34' 10" WEST 37.85 FEET; THENCE SOUTH 60 DEGREES 05' 51" EAST, 22.93 FEET; THENCE NORTH 89 DEGREES 09' 09" EAST, 280.00 FEET; THENCE SOUTH 00 DEGREES 16' 10" WEST 310.63 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY (CURVE DATA: DELTA 05 DEGREES 47' 25", RADIUS 3786.83 FEET, ARC 382.72' CHORD 382.56 FEET, TAN 191.52 FEET, CHORD BEARING SOUTH 76 DEGREES 15' 14" EAST) 382.72 FEET TO THE WEST LINE OF WOLCOTT STREET (BEING 66 FEET WIDE); THENCE SOUTH 00 DEGREES 38' 16" WEST ALONG THE WEST LINE OF WOLCOTT STREET, 67.04 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY (CURVE DATA: DELTA 06 DEGREES 59' 22", RADIUS 3852.83 FEET, ARC 470.01 FEET, CHORD 469.72 FEET, TAN 235.23 FEET, CHORD BEARING NORTH 75 DEGREES 49' 53" WEST), 470.01 FEET; THENCE SOUTH 00 DEGREES 16' 10" WEST 288.58 FEET TO THE NORTH LINE OF BACON STREET (BEING 66 FEET WIDE); THENCE WEST ALONG THE NORTH LINE OF BACON STREET, 215.58 FEET; THENCE NORTH 00 DEGREES 34' 10" EAST, 178.25 FEET; THENCE WEST 144.92 FEET; THENCE SOUTH 00 DEGREES 34' 10" WEST 178.25 FEET TO THE NORTH LINE OF BACON STREET; THENCE WEST ALONG THE NORTH LINE OF BACON STREET 138.08 FEET TO THE POINT OF BEGINNING.

PARCEL B: A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, INCLUDING A PART OF LOT 157, CLOVER HILL ADDITION, BEING PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS ON PAGE 36, HILLSDALE COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE CENTER OF SAID SECTION 26; THENCE EAST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26, 271.00 FEET; THENCE NORTH 00 DEGREES 34' 10" EAST, ALONG THE WEST LINE OF SUPERIOR STREET (BEING 66 FEET WIDE), 631.43 FEET TO THE NORTH LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT OF WAY (BEING 100 FEET WIDE) THE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 57' 11" WEST ALONG THE NORTH LINE OF SAID NEW YORK CENTRAL RAILROAD, 293.27 FEET; THENCE NORTH 00 DEGREES 34' 10" EAST, 153.00 FEET; THENCE NORTH 89 DEGREES 09' 09" EAST 271.07 FEET TO THE WEST LINE OF SAID SUPERIOR STREET; THENCE SOUTH 00 DEGREES 34' 10" WEST ALONG THE WEST LINE OF SAID SUPERIOR STREET, 271.82 FEET TO THE POINT OF BEGINNING.

PARCEL C: LOTS 57, 58, 59, 60, 61, 62, 63, AND 64, PART OF HAYWARD PROPERTY ON MARION STREET OF CLOVER HILL ADDITION-FIRST WARD, ACCORDING TO THE RECORDED PLAT THEREOF.

PARCEL D: COMMENCING AT THE CENTER POST OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, THENCE NORTH 89 DEGREES 16' EAST ALONG THE CENTERLINE OF BACON STREET A DISTANCE OF 475.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 16' EAST A DISTANCE OF 144.92 FEET; THENCE NORTH A DISTANCE OF 211.25 FEET; THENCE SOUTH 89 DEGREES 16' WEST A DISTANCE OF 144.92 FEET; THENCE SOUTH A DISTANCE OF 211.25 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE BACON STREET RIGHT-OF-WAY ON THE SOUTH 33 FEET THEREOF.

PARCEL E: COMMENCING AT A POINT ON THE WESTERLY LINE OF WOLCOTT STREET, AT A POINT WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD CROSSES WOLCOTT STREET; THENCE NORTH ON THE WEST LINE OF WOLCOTT STREET 330 FEET; THENCE WEST AT RIGHT ANGLES 108 FEET; THENCE NORTH AT RIGHT ANGLES 150 FEET; THENCE WEST AT RIGHT ANGLES 276 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE NORTHERLY LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG THE RIGHT-OF-WAY TO THE POINT OF BEGINNING; WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, UNPLATTED FIRST WARD IN THE CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN

TAX ROLL NUMBER: #30-006-126-253-10

TAX ROLL NUMBER: 30-006-126-251-04

TAX ROLL NUMBER: #30-006-126-254-02

TAX ROLL NUMBER: #30-006-126-256-01

IFA TAX NUMBER: #30-006-986-503-00

Hopkinsville Complex, Christian County, 2400 Bradshaw Road, Hopkinsville, Kentucky, 42240

Legal description:

A certain tract of land in Christian County, Kentucky, as shown by the plat of reference in Plat Cabinet 1, File 297, Christian County, Kentucky, Clerk's Office, said property being more fully described as follows, to-wit:

BEGINNING at a metal fence post at the intersection of the Easterly right-of-way of Kentucky 109 (Bradshaw Road) and the Northerly boundary line of the L & N Railroad Spur Line; thence with the Easterly right-of-way of Kentucky 109 North 33°13'39" West - 791.72 feet to a metal fence post; thence with a new line North 56°51'45" East - 747.22 feet to a metal fence post; thence with a new line South 33°08'15" East - 722.68 feet to a metal fence post; thence with a new line south 56°51'45" West - 52.37 feet to a metal fence post; thence with a new line South 32°19'07" East - 118.42 feet to a metal fence post in the Northerly boundary line of L & N Railroad Spur Line; thence with said boundary line being parallel and 25 feet from center of railroad track, in a series of chords, South 50°41'43" West - 92.96 feet, South 51°29'10" West - 58.73 feet, South 53°58'07" West - 61.30 feet, South 58°12'23" West - 247.08 feet, South 61°25'08" West - 77.11 feet South, 70°43'27" West - 79.45 feet - South 82°01'09" West - 87.02 feet to the BEGINNING, containing 14.367 acres more or less and being subject to right-of-ways and easements of record and in existence, as per survey of Merryman Engineering and Surveying Company, dated June 9, 1981.

BEING the same property conveyed to C & F Stamping Company, Inc., a Michigan corporation, by deed dated the 8th day of March, 1982, from USM Corporation (same as United Shoe Machinery Corporation), a New Jersey corporation, and of record in Deed Book 421, Page 225, Christian County, Kentucky, Clerk's Office.

Hopkinsville Complex Warehouse, Christian County, 2230 B Pembroke Road, Hopkinsville,
Kentucky, 42240

Legal description:

TRACT NO. 1

Property located in Christian County, Kentucky, approximately 2.0 miles East of Hopkinsville, Kentucky, on the North side of U. S. 41.

Beginning at an iron stake in the North right of way of U. S. 41 and being the Southwest corner of Mullins-Ky., Inc. property, stake also being a corner of C. G. Boyd property; Thence North 01 degrees 58 minutes 40 seconds West along the centerline of Old Edwards Mill Lane, 582.64 feet to an axle; Thence North 34 degrees 22 minutes 20 seconds East with said centerline 37.85 feet to another axle; Thence North 82 degrees 03 minutes 00 seconds East with centerline of Old Edwards Mill Lane 567.18 feet to an iron stake; Thence South 19 degrees 01 minutes 00 seconds West with a centerline between Tract Nos. 1 & 2, 411.62 feet to an iron stake; Thence with next four calls between said tract; Thence S 67 deg. 29 min. 10 sec. E, 23.72 ft. to an iron stake; Thence S 51 deg. 48 min. 00 sec. E, 95.05 ft. to an iron stake; Thence S 71 deg. 06 min. 40 sec. E, 50.95 ft., to an iron stake; Thence S 22 deg. 28 min. 50 sec. W, 423.06 ft. to an iron stake in the North right of way of U. S. 41; Thence North 67 degrees 13 minutes 22 seconds West with said right of way 445.98 feet to the beginning. Property containing 8.62 acres, more or less.

TRACT NO. 2

Property located in Christian County, Kentucky, approximately 2.0 miles East of Hopkinsville, Kentucky, on the North side of U. S. 41.

Beginning at an iron stake in the North right of way of U. S. 41, being a corner between Tract Nos. 1 & 2 of Mullins-Ky., Inc. property stake also being South 67 degrees 13 minutes 22 seconds East 445.98 feet from the C. G. Boyd property; Thence North 22 degrees 28 minutes 50 seconds East with a line between Tract Nos. 1 & 2 of beforesaid property 423.06 feet to an iron stake; Thence with said line next four calls; Thence N 71 deg. 06 min. 40 sec. W, 50.95 ft. to an iron stake; Thence N 51 deg. 48 min. 00 sec. W, 95.05 ft. to an iron stake; Thence N. 67 deg. 29 min. 10 sec. 23.72 ft. to an iron stake; Thence N 19 deg. 01 min. 00 sec. E, 411.62 ft. to the centerline of Old Edwards Mill Lane; Thence North 82 degrees 03 minutes 00 seconds East with centerline of said 395.90 feet to an iron stake; Thence South 20 degrees 22 minutes 25 seconds West leaving said lane with the East line of Mullins property 1,033.64 feet to an iron stake in the right of way of U. S. 41; Thence South 19 degrees 00 minutes 47 seconds West with said right of way 25.00 feet to an iron stake; Thence North 67 degrees 13 minutes 22 seconds West with U. S. 41 right of way 190.35 feet to the beginning. Property containing 5.96 acres, more or less.

All according to the survey of Charles W. Billingsley Surveying Company dated December 22, 1980; as revised April 27, 1981.

BEING a portion of the same property conveyed to Pauline Wechsler, Trustee, by Deed from Mullins-Kentucky, Inc., a Kentucky corporation, dated June 27, 1980, and recorded in Deed Book 413, at page 390, Office of the Christian County, Kentucky, Court Clerk on the 28th day of July, 1980, at 2:46 p.m.

Being the same property conveyed to Hopkinsville Associates, A Limited Partnership, a Maryland limited partnership, by deed from Pauline Wechsler, Trustee, dated August 31, 1980 and recorded in Deed Book 418, at page 044, Office of the Christian County, Kentucky, Court Clerk on the 5th day of June, 1981.

*See plat in plat cabinet number 1, page 296 of said Clerk's office

Lancaster Facility, Fairfield County, 2109 Commerce Street, Lancaster, Ohio, 43130
PARCEL I

SITUATED IN THE STATE OF OHIO, FAIRFIELD COUNTY, TOWNSHIP 14, CITY OF LANCASTER:

BEING THE SAME PROPERTY DESCRIBED AS 18.82 ACRES IN DEED VOLUME AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE POINT BEING NORTH A DISTANCE OF 1275.3 FEET AND NORTH 89 DEGREE DISTANCE OF 1712.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 4

THENCE NORTH 89 DEGREES 59' 30" WEST A DISTANCE OF 874.85 FEET (BY DEED) TO A 5/8 INCH IRON PIPE FOUND ON THE NORTH LINE OF COMMERCE

THENCE NORTH 00 DEGREES 31' 00" WEST A DISTANCE OF 851.80 FEET

(BY DEED) TO A 5/8 INCH IRON PIPE FOUND;

THENCE WITH THE SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAILROAD (OF THE CENTERLINE) NORTH 78 DEGREES 24' 50" EAST A DISTANCE OF 1029.75 FEET (BY DEED) TO A POINT ON SAID RAILROAD LINE AND THE NORTHEAST CORNER OF SAID 18.831 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 3.598 ACRES, SOUTH 00 DEGREE DISTANCE OF 1029.75 FEET (1029.58 FEET BY DEED) TO THE POINT OF BEGINNING CONTAINING 18.831 ACRES.

BEARINGS ARE BASED ON THE WEST LINE OF THE 18.82 ACRE TRACT DESCRIBED ON PAGE 501 BEING NORTH 00 DEGREES 31' 00" WEST.

PARCEL II

SITUATED IN THE STATE OF OHIO, FAIRFIELD COUNTY, TOWNSHIP 14, CITY OF LANCASTER:

BEING THE SAME PROPERTY DESCRIBED AS 3.598 ACRES IN DEED VOLUME AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE DRIVE BEING NORTH A DISTANCE OF 1275.3 FEET AND NORTH 89 DEGREE DISTANCE OF 1562.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 4;

THENCE NORTH 89 DEGREES 59' 30" WEST A DISTANCE OF 150.00 FEET TO A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE DRIVE; THENCE SOUTH 52' 05" WEST A DISTANCE OF 1029.75 FEET (1029.58 FEET BY DEED) TO THE SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAILROAD AND THE NORTHEAST CORNER OF SAID 18.831 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAILROAD (OF THE CENTERLINE) NORTH 78 DEGREES 24' 50" EAST A DISTANCE OF 1029.75 FEET (BY DEED) TO A 5/8 INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID 3.598 ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 3.598 ACRES, SOUTH 00 DEGREE DISTANCE OF 1060.43 FEET (1060.28 FEET BY DEED) TO THE POINT OF BEGINNING CONTAINING 3.598 ACRES.

Madison Facility, Jefferson County, 3000 Michigan Avenue, Madison, Indiana, 47250

TRACT 1:

Being a part of the Southwest quarter of Section 14, Township 4 North, Range 10 East located in Madison Township of Jefferson County, Indiana described as follows:

Commencing at a brass pin (found) at the southwest corner of the Southwest quarter of Section 14, Township 4 North, Range 10 East; thence south 86 degrees 00 minutes 45 seconds east (grid bearing relative to the Indiana State Plane Coordinate System, East Zone), 3.96 feet with the south line of Section 14 to a point in the centerline of Michigan Road (formerly U. S. Highway 421, formerly State Highway #29) and the actual point of beginning; (said point being on a circular curve from which the radius point of said curve bears south 88 degrees 34 minutes 25 seconds east, 8594.37 feet); thence northerly on said centerline and a circular curve having a central angle of 01 degree 59 minutes 05 seconds, radius 8594.37 feet, arc length 297.69 feet and chord bearing north 02 degrees 25 minutes 07 seconds east, 297.67 feet to a point; thence south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 50.04 feet to a re-bar found on the east right-of-way of Michigan Road; thence continuing south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 300.00 feet to a re-bar found; thence north 04 degrees 00 minutes 50 seconds east 176.00 feet to a re-bar found at the south line of the Faith Lutheran Church property; thence south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 180.16 feet to a steel T-bar; thence south 00 degrees 39 minutes 50 seconds west 469.95 feet to a steel T-bar on the north right-of-way line of Ivy Tech Drive (formerly Satan Lane); thence south 00 degrees 39 minutes 50 seconds west 30.05 feet to the section line; thence north 86 degrees 00 minutes 45 seconds west 550.49 feet to the point of beginning.

This tract contains 4.6451 acres (with 0.3431 acres lying inside the right-of-way of Michigan Road and 0.3445 acres lying inside the right-of-way of Ivy Tech Drive (formerly Satan Lane).

TRACT 2:

A part of the Southwest quarter of Section 14, Township 4 North, Range 10 East located in Madison Township of Jefferson County, Indiana, also being a part of Lot No. 1 in Ringwald Addition, the plat of which is recorded in Plat Book 1, Page 12A., in the Recorder's Office, Jefferson County, Indiana, described as follows:

Commencing at the northwest corner of said lot; thence south along the west line of said lot and the east right-of-way line of Michigan Road a distance of 176 feet to a point; thence east a distance of 300 feet to a point; thence north a distance of 176 feet to a point; thence west 300 feet to the place of beginning.

Which real estate has been found by survey to be more accurately described as follows:

Being a part of the Southwest quarter of Section 14, Township 4 North, Range 10 East, Madison Township, Jefferson County, Indiana described as follows: Commencing at a brass pin (found) at the southwest corner of the Southwest quarter of Section 14, Township 4 North, Range 10 East; thence south 86 degrees 00 minutes 45 seconds east (grid bearing relative to the Indiana State Plane Coordinate System-East Zone), 3.96 feet with the South line of Section 14 to a point in the centerline of Michigan Road (formerly U. S. Highway #421, formerly State Highway #29), said point being on a circular curve from which the radius point of said curve bears south 88 degrees 34 minutes 25 seconds east 8594.37 feet; thence northerly on said centerline and a circular curve having a central angle of 01 degree 59 minutes 05 seconds radius 8594.37 feet, arc length 297.69 feet and chord bearing north 02 degrees 25 minutes 07 seconds east 297.67 feet to a point on said curve from which the radius point bears south 86 degrees 35 minutes 20 seconds east 8594.37 feet and the actual point of beginning; thence continuing on said circular curve having a central angle of 01 degree 10 minutes 24 seconds, radius 8594.37 feet, arc length 176.01 feet and chord bearing north 03 degrees 59 minutes 52 seconds east 176.00 feet to a point from which the radius point bears south 85 degrees 24 minutes 57 seconds east 8594.37 feet; thence south 85 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed) 50.09 feet to a steel T-bar at the intersection of the north line of Lot #1 of the Ringwald Addition, see Plat Book 2, Page 17, and the easterly right-of-way of Michigan Road; thence continuing with the north line of Lot #1 of Ringwald Addition south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed) 300.00 feet to steel T-bar; thence south 04 degrees 00 minutes 50 seconds west 176.00 feet to a re-bar; thence north 88 degrees 46 minutes 44 seconds west (north 86 degrees 46 minutes 44 seconds west by deed) 300.00 feet to a re-bar found; thence continuing north 88 degrees 46 minutes 44 seconds west (north 86 degrees 46 minutes 44 seconds west by deed) 50.04 feet to a northwest corner of the first tract described above and the point and place of beginning of this tract.

This tract contains 1.212 acres along with 0.202 acres lying inside of the right-of-way of Michigan Road for a total of 1.414 acres.

Masonic Facility, Macomb County, 17085 Masonic, Fraser, Michigan 48026

Legal description:

Situated in City of Fraser, Macomb County, State of Michigan.

Parcel A: Part of Lot 96, assessor's Plat No. 5, as recorded in Liber 14, Page 29 of Plats, Macomb County Records, described as follows: Beginning at Southeast corner of Lot 96; Thence South 88 degrees 30 minutes 47 seconds West, 575 feet along South line of Lot 96; Thence North 01 degree 37 minutes 36 Seconds West, 310.6 feet, North 01 degree 35 minutes 03 seconds West, 309.98 feet calculated; Thence North 88 degrees 30 minutes 47 seconds East, 759.96 feet, 760.76 feet calculated along North line of Lot 96; Thence South 29 degrees 22 minutes 28 seconds West, 362.0 feet, 361.10 feet calculated along Northwesterly Right Of Way line, Grand Trunk Western Railroad, to Point of Beginning, being same land as Parcel A described in Urban Land Consultants Survey No. 84259-2296, dated August 5, 1985 and up-dated on September 17, 1985; and Parcel B: Part of Lot 91, Assessor's Plat No. 5, as recorded in Liber 14, Page 29 of Plats, Macomb County Records, described as follows: Beginning at the Southeasterly corner of said Lot 91; Thence along the South line of Lot 91, North 88 degrees 30 minutes 47 seconds West, 759.96 feet, 760.76 feet calculated; Thence North 01 degree 05 minutes 07 seconds West, 677.49 feet; Thence North 87 degrees 59 minutes 05 seconds East, 1157.34 feet; Thence along the Westerly line of The Grand Trunk Western Railroad and the Easterly line of said Lot 91, South 29 degrees 22 minutes 28 seconds West, 801.77 feet to the Point of Beginning, being same land as Parcel B described in Urban Land Consultants Survey No. 84259-22096, dated August 5, 1985 and up-dated September 17, 1985, except the North 30 feet thereof taken for road purposes.

Sidwell No. 33-008-032-10

Malyn Warehouse Complex, Macomb County, 17400 Malyn, Fraser, Michigan, 48026

Legal description:

Land in the City of Fraser, Macomb County, State of Michigan, being more particularly described as:

Lots 177 through 186 inclusive, of Fraser Industrial Subdivision as recorded in Liber 58, pages 43 and 44 of Plats, Macomb County Records.

Malyn Warehouse Complex, Macomb County, 17350 Fraser, Michigan, 48026

Legal description:

Land in the City of Fraser, Macomb County, State of Michigan, being more particularly described as:

Lots 159 through 176 inclusive, of Fraser Industrial Subdivision as recorded in Liber 58, pages 43 and 44 of Plats, Macomb County Records.

Malyn Warehouse Complex, Macomb County, 17300, Fraser, Michigan, 48026

Legal description:

Situated in the City of Fraser, Macomb County, Michigan
Lots 153 through 168, both inclusive, FRASER INDUSTRIAL
SUBDIVISION, according to the plat thereof as recorded in Liber 58,
pages 43 and 44, Macomb County Records.

7.
EXHIBIT A
TO WARRANTY DEED

DEED
LIBER 2408 PAGE 767

Part of the Northwest 1/4 of Section 22, Township 7 North, Range 6 East, Michigan Meridian, Township of Flint, Genesee County, Michigan, described as follows:

COMMENCING at the Northwest corner of said Section; thence South 89 degrees 29 minutes 00 seconds East (bearings determined from title policy) 1343.01 feet (previously recorded as "the Northwest corner of the Northeast 1/4 of the Northwest 1/4") TO THE POINT OF BEGINNING;

THENCE South 89 degrees 47 minutes 00 seconds East 1025.02 feet (previously recorded as 1025.19 feet) along the center line of Corunna Road (previously recorded as North line of Section);

THENCE South 00 degrees 13 minutes 02 seconds West 294.04 feet (previously recorded as South 00 degrees 13 minutes West 294.90 feet);

THENCE South 73 degrees 07 minutes 29 seconds West 1077.06 feet (previously recorded as South 73 degrees 09 minutes 30 seconds West 1076.91 feet) parallel with and 262.80 feet at right angles from the center line of Grand Trunk Western Railroad former "old Main Line" track;

THENCE North 00 degrees 38 minutes 11 seconds East (previously recorded as North 00 degrees 38 minutes East) 610.83 feet TO THE POINT OF BEGINNING. EXCEPTING THAT PART NOW USED FOR UTLEY ROAD AND CORUNNA ROAD, SO-CALLED.

Address: 3367 Corunna Road
Tax Parcel No.: H-278-A

Portland Facility, Jay County 400 South Bridge Street, Portland, Indiana, 47371

The following real estate in the Southeast Quarter of Section 20, Township 23 North, Range 14 East, Second Principal Meridian, Wayne Township, Jay County, Indiana, including Lots numbered 138 thru 163 inclusive located in the Original plat of South Portland, now City of Portland, Indiana. ALSO, including the G.R. and I. Railroad ground and the acreage West of the railroad right of way as described and including proposed Third Street extension dedicated to the City of Portland, Indiana. ALSO, vacated alleys and streets.

Commencing at an iron axle found at the northwest corner of Lot No. 157 of the Town of South Portland, now City of Portland, Indiana, where it intersects the east line of the G.R. and I. Railroad and the south line of the L.E. and W. railroad for the point of beginning; thence South 32 degrees 17 minutes 50 seconds East (assumed bearing) along the south right of way line of the L.E. and W. railroad a distance of 230.82 feet to an iron pin on the west line of Bridge Street; thence South 00 degrees 43 minutes 10 seconds West along the west line of Bridge Street a distance of 1317.61 feet to the southeast corner of Lot No. 138; thence South 89 degrees 35 minutes 10 seconds West along the south line of Lot No. 138 a distance of 148.00 feet to an iron pin at the southeast corner of Lot No. 161; thence South 00 degrees 04 minutes 10 seconds West along the west line of an alley a distance of 190.00 feet to an iron pin at the southeast corner of Lot No. 163; thence South 89 degrees 35 minutes 10 seconds West along the north line of an alley a distance of 123.73 feet to the southwest corner of Lot No. 162, being the east right of way line of the G.R. and I. Railroad; thence South 05 degrees 32 minutes 10 seconds West along the east right of way line of the G.R. and I. Railroad a distance of 181.30 feet to an iron pin on the south line of the Southeast Quarter of Section 20; thence North 89 degrees 45 minutes 54 seconds West along the south line of the Southeast Quarter of Section 20 a distance of 140.30 feet to an iron pin; thence North 05 degrees 32 minutes 08 seconds East a distance of 280.00 feet to an iron pin; thence North 89 degrees 45 minutes 54 seconds West parallel to the south line of the Southeast Quarter of Section 20 a distance of 135.00 feet to an iron pin; thence North 05 degrees 30 minutes 09 seconds East a distance of 1011.93 feet to an iron pin on the south line of vacated Union Street; thence South 89 degrees 48 minutes 52 seconds East along the south line of vacated Union Street where it intersects the West right of way line of the G.R. and I. Railroad a distance of 175.60 feet to an iron pin; thence North 05 degrees 32 minutes 08 seconds East along the west line of said railroad right of way a distance of 667.21 feet to an iron pin; North 15 degrees 54 minutes 54 seconds West along the West right of way line of said railroad a distance of 116.98 feet to an iron pin; thence North 50 degrees 08 minutes 11 seconds East along the West right of way line of said railroad a distance of 61.00 feet to an iron pin; thence North 05 degrees 32 minutes 08 seconds East along the West right of way line of said railroad a distance of 108.20 feet to an iron pin; thence South 77 degrees 57 minutes 45 seconds East a distance of 100.52 feet to an iron pin on the East right of way line of said railroad; thence South 05 degrees 32 minutes 10 seconds West along the East right of way line of said railroad a distance of 305.27 feet to the place of beginning.

TOGETHER WITH, those portions of vacated alleys and streets appurtenant to said real estate as vacated by Ordinance of Vacation 1989-8, recorded March 30, 1990 in Deed Record 77, page 762.

Technical Center, Macomb County, 33662 James J. Pompo, Fraser, Michigan, 48026

Legal description:

Situated in the City of Fraser, Macomb County, Michigan
 Lot 13, and the West 13 feet of Lot 14, CATALLO INDUSTRIAL PARK
 SUBDIVISION, according to the plat thereof as recorded in Liber 77,
 pages 1, 2 and 3 of Plat, Macomb County Records.

Troy Center, Oakland County, 1940 Barrett, Troy, Michigan, 48083

Legal Description:

LAND IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN,
 DESCRIBED AS: A PART OF THE S.W. 1/4 OF SEC. 28, T 2 N, R 11 E,
 COMMENCING AT THE S.W. CORNER OF SAID SEC. 28; TH. S. 89 02" 00" E.
 1336.66 FT. ALONG THE S. LINE OF SAID SEC.; TH. S 88 39' 00" E.
 762.55 FT. ALONG THE S. LINE OF SAID SEC.; TH. N. 01 03' 00" E.
 867.58 FT.; TO THE POINT OF BEGINNING; TH. N. 01 03' 00" E. 190.00
 FT.; TH. S. 89 44' 00" E. 165.00 FT.; TH. S. 01 03" 00" W. 190.00
 FT.; TH. N. 89 44' 00" W. 165.00 FT. TO THE POINT OF BEGINNING.

Venture Canada Facility, Kent County, 6941 Baseline Road, Wallaceburg, Ontario, N8A-4L5,
 Canada

Legal description:

Part of Lot "A", Registered Plan 413, Designated as Part 1,
 Reference Plan 24R-2205, Town of Wallaceburg (formerly Township of
 Chatham Gore) in the County of Kent.

EXHIBIT "B-1"

Page 1

The devised premises occupies 39,984 square feet of a larger building situated in the Oakland Commerce Center more commonly known as 1027-1057 East Fourteen Mile Road, Troy, Michigan.

Land situated in the City of Troy, County of Oakland and State of Michigan, described as follows, to-wit:

A parcel of land being a part of the S.W. $\frac{1}{4}$ of Section 36, T.2N., R.11E., City of Troy, Oakland County, Michigan; more particularly described as Lot No. 69 of "Robbins Executive Park East No. 5" (as recorded in Liber 154, Pages 26, 27 and 28, Oakland County Records) and the South 241.00 feet of the East 400.00 feet of Lot No. 51. of "Robbins Executive Park East No. 3" (as recorded in Liber 140, Pages 25 and 26, Oakland County Records, and contains 3.65 acres.)

A parcel of land being a part of the Southwest Quarter ($\frac{1}{4}$) of Section 36, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as: All of Lot Numbered Seventy (70) of Robbins Executive Park East No. 5, according to the plat thereof as recorded in Liber 154 of Plats, Pages 26, 27 and 28, Oakland County Records, and containing 3.12 acres, more or less.

(37)

LEGAL DESCRIPTION

Sales & Technical Center, 6555 Fifteen Mile Rd., Sterling Heights, MI

The south 70 feet of Lot 22 and all of Lots 23 through 29, inclusive Bart Industrial Park No. 1, as recorded in Liber 75, Pages 7 and 8, Macomb County Records.

Seabrook Facility, Rockingham County, 700 Lafayette Road, Route 1, Seabrook, New Hampshire, 03874

Beginning at the northwest corner of the parcel at a stone bound on the easterly sideline of U.S. Route 1 (Lafayette Road) at the southwest corner of land of Mercer W. and Irene J. Trefethen, thence by said Trefethen land,

- 1) South 74° 23' 55" East 150.07 feet to a point, and
- 2) South 82° 34' 40" East 280.53 feet to a granite bound, and
- 3) North 09° 23' 25" East 185.07 feet to a granite bound at land of John L. & Jeanine L. Pope; thence by said Pope land
- 4) South 72° 13' 40" East 20.24 feet to an iron pipe in concrete at land of the heirs of Arthur A. Turcotte; thence by said Turcotte land and land of Ralph M. & Linda Wade Smith, land of Mark A. & Maureen A. Perkins, land of Onsville A. Beal and land of Gary & Gail Nason
- 5) South 82° 15' 35" East 669.13 feet to a granite bound; thence by said Nason land
- 6) North 06° 27' 10" East 43.82 feet to an iron pipe at land of Arthur M. & Mary P. Aylward; thence by said Aylward land
- 7) South 89° 40' 40" East 318.27 feet to an iron pipe on the southwesterly sideline of "Dow's Lane"; thence by said sideline
- 8) South 39° 29' 40" East 237.30 feet to a point, and
- 9) South 40° 44' 40" East 205.52 feet to a point, and
- 10) South 56° 43' 20" East 146.30 feet to a point at land of the Town of Seabrook; thence by said Town land
- 11) South 83° 04' 35" West 75.94 feet to a point; thence by said Town land and land of Public Service Co. of New Hampshire & Properties, Inc.
- 12) South 10° 30' 40" West 924.65 feet to a point; thence by said Public Service Co. of New Hampshire & Properties, Inc. land
- 13) Westery by a curve to the right of 662. . . foot radius a distance of 669.29 feet to a point, and
- 14) North 09° 20' 37" East 142.08 feet to a stone bound, and
- 15) North 87° 21' 45" West 35.35 feet to a stone bound, and
- 16) North 82° 05' 15" West 530.62 feet to a drill hole in a stone, and
- 17) North 84° 12' 50" West 39.48 feet to a point, and
- 18) North 68° 41' 24" West 242.51 feet to a granite bound with a brass disc at land of 692 Lafayette Road Seabrook Trust; thence by said 692 Lafayette Road Seabrook Trust land
- 19) North 06° 21' 05" East 857.49 feet to a granite bound, and
- 20) North 73° 21' 25" West 221.40 feet to a point, and
- 21) North 63° 09' 44" West 76.65 feet to a point, and
- 22) South 26° 50' 16" West 13.78 feet to a point, and
- 23) North 73° 21' 25" West 52.22 feet to a point on the easterly sideline of U.S. Route 1 (Lafayette Road); thence by said sideline
- 24) Northerly by a curve to the left of 900.00 foot radius a distance of 10.63 feet to a point of compound curvature, and
- 25) Northerly by a curve to the left of 675.00 foot radius a distance of 162.02 feet to the point of beginning.

Meaning and intending to describe the land shown as Tax Map 8, Parcel 55, on a plan entitled "Improvements Plan Prepared for Bailey Corporation, Seabrook, N.H.," dated July 10, 1996, Scale: 1" = 100', prepared by TF Moran, Inc.

EXHIBIT "D"

(See Sections 3.10 and 4.1.6 of Security Agreement)

EXISTING LIENS ON THE COLLATERAL

<u>Secured Party</u>	<u>Collateral</u>	<u>Principal Balance</u>	<u>Maturity</u>
Director of Development State of OH	All fixtures constituting a part of the Project Facilities, as that term is defined in the Lease, dated July 1, 1992.	\$295,000	7/31/2002
Norwest Equipment Finance	Conneaut, OH: leased equipment; leased computer equipment (1) Fanuc S-420IF, (1) Floppy Disk Emulator Software and (1) Training package for four students; robot shuttle	\$61,374	6/30/2003
Norwest Equipment Finance	Seabrook, NH: Spray Gun and accessories; contract no. 82-164-149	\$15,125	6/30/2002
Norwest Equipment Finance	Conneaut, OH: (1) 2500 Ton Hydraulic Press and (1) 2000 Ton Hydraulic Press	\$221,488	9/30/2002
Heartland Business Credit	Lease No. 6711.001 Leased computer equipment at 15 Mile location	\$44,287	10/1/2003

EXISTING LIENS THAT DO NOT HAVE A PRINCIPAL BALANCE, ARE LEASES OR A TERMINATION OF LIEN NEEDS TO BE FILED

<u>Secured Party</u>	<u>Collateral</u>	<u>Comments</u>
Reko Tool & Mould (1987) Inc.	equipment, chattel paper, accts receivable, products, proceeds	Fully paid
Magid Glove and Safety Manufacturing	all inventory of goods now or hereafter acquired and financed by Magid Glove & Safety Mfg. Co. LLC. This consists of work gloves, safety clothing and safety products	Consignment of work safety items. Continual.
General Electric Capital Corp	Equipment described as: (1) Model H3000-400 Hydraulic Clamp Injection Molding machine and (1) Model H-2000-WP-400 Hydraulic Clamp Injection Molding Machine and related equipment and machinery (Conair/Sevro Robot Model PIP-600 BZ, Conair/Sevro Robot Model PIP-500 BZ, Vacuum blower assy's,	Lease with Venture Heavy Machinery

	Sterlco Thermolators, Mdl. 5500, 54"x36" belt conveyer)	
Fleet Credit Corp	(1) Robotic Part Retriever; all additions, accessions, modifications, improvements, replacements, substitutions, and accessories thereto and therefor, whether now or hereafter acquired, and the proceeds, products, and income of any of the foregoing, including insurance proceeds. Debtor has possession of the equipment under a True Lease Only. Secured Party has a security interest in the equipment to the extent necessary to protect its title and interest therein.	Fully paid
Fleet Credit Corp	2 reciprocating screw injection molding machines complete with all standard features Nozzle #W/A – Models 3000H-RS-600F and 3000H-RS-600FLP, with all standard and accessory equipment	Fully paid
Fleet Capital Corp	unspecified	Unknown
Tennant Financial Service	(1) Tennant Model 5400 scrubber together with any and all additions, attachments, accessories and accessions and any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or other proceeds, thereof, financed pursuant to that certain lease agreement.	Operating lease, fully paid
Ameritech Capital Corp	All telecommunications equipment leased 2.22.96	Fully paid
Toyota Motor Credit Corp	(1) used 1998 Toyota Fork Lift Truck Model # 42-6FGU25 5,000 lb cap., 189" Mast, LP Gas, Solid Pneumatic Tires, 42" forks, backup Alarm, Strobe, Side Shifter	Operating lease, never entered into
Toyota Motor Credit Corp	(1) Used 1998 Toyota Fork Lift – Model #52-6FGU30, 6,000 lb cap., 187" Mast, LP Gas, Solid Pneumatic Tires, 60" Forks, Backup Alarm, Strobe Light, Side Shifter w/ internal, steel cab, wipers, heater	Operating lease, never entered into
Mayco Plastics	Consigned inventory of in process parts Chevy & Pontiac Appliques	No longer applicable

IBM Credit Corp	leased computer equipment; leased equipment and proceeds	Operating lease
Michigan Heritage Bank	Equipment list for Master Lease No. 64809, Schedule 1: (3) Sun Ultra 60 Model 450: 450 MHz UltraSparc II Processor, 4MB Cache, 512MB RAM, Elite 3D 6 Graphics, 18GB Internal Disk Drive – (3) 32X Internal CD ROM Drive – (3) 21" Color Monitor – (3) Solaris 2.6 5/98 English Desktop Media – (3) Type 5 Country Kit; Unix – (3) LogiCad Magelian 3D Device in Magellan 3D Device in Graphite Gray – (3) Sun Silver Support Program, On-site, 4 hr. Hardware/Software Support, Solaris Updates, Patches, Maintenance Releases, Telephone Technical Support	Fully paid
IBM Credit Corporation	All computer, information processing and other peripheral equipment and goods (including additions, accessions, upgrades and replacements) referenced on IBM Supplement #393098 dated 10/31/97 Qty – IBM type: 001-3570 001-9406 Note: IBM Corporation, as Lessor in an equipment leasing transaction with the Lessee, files this notice pursuant to Section 9-408 of the UCC	Lease, no record
MRM Incorporated	Consignment inventory (machine supplies, switches)	Continual
Regal International Tool & Mould Inc.	(A) "Molds" means attached list of molds manufactured by Regal pursuant to agreement including, (i) CT 120 2 Door Grill Opening Reinforcement; (ii) CT 120 2 Door Rear Applique; (iii) CT 120 2 Door Rear Fender Extension; (iv) UN 173 Grille Opening Panel; (v) CDW 162 Contour Grille Opening Reinforcement #1; and (vi) CDW 162 Contour Grill Opening Reinforcement Prototype, together with drawings, designs, CAD surface files, CAM cutter path files and other related documents associated with any of the foregoing.	No longer applicable

	(B) All accounts, accounts receivables or contract rights arising from the manufacture and delivery of any of the Molds or any of the purchase orders or similar documents placed by Ford Motor Company, Chrysler Corporation or any other customer for the manufacture of any of the Molds; and (C) all proceeds and products from any of the foregoing.	
Laval Tool & Mould	Molds: Corvette-convertible Qtr. Pnl. (2 moulds)	No longer applicable

EXHIBIT "E"
(See Section 3.10 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

MICHIGAN

State of Michigan
County of Genesee
County of Kent
County of Lapeer
County of Macomb
County of Hillsdale

OHIO

State of Ohio
County of Ashtubula
County of Fairfield

KENTUCKY

State of Kentucky
County of Christian

NEW HAMPSHIRE

State of New Hampshire
County of Rockingham
Town of Seabrook

INDIANA

State of Indiana
County of Jefferson
County of Jay
County of Blackford

EXHIBIT "F"
(See Section 3.6 of Security Agreement)

ASSUMED NAMES

<u>Company</u>	<u>Assumed Name</u>
Venture Holdings Company LLC	None
Venture Industries Corporation	Venture Industries (Kentucky) Venture Industries (Michigan) Venture Industries, Inc. (Michigan)
Venture Leasing Company	None
Venture Mold & Engineering Corporation	Venture Industries Technical Development Company
Venture Service Company	Equipment Maintenance and Leasing Corporation(Michigan) Venture Manufacturing Group (Michigan) Venture Sales Group (Michigan) Venture Mold Group (Michigan) Venture Advanced Engineering (Michigan) Venture Holding (Michigan) Venture Advanced Engineering Group (Michigan) Venture Holdings Group (Michigan)
Venture Holdings Corporation	Venture Merger Corporation Bailey Corporation (Michigan) Bailey Manufacturing (New Hampshire) Venture-Seabrook (New Hampshire) Bailey Manufacturing Corporation (Michigan & Indiana) Bailey Automotive Products (Indiana) Venture Holdings Company (Michigan) Venture Peguform (MI, IN, NH) Peguform (MI, IN, NH) Peguform Plastics (MI, IN, NH)
Vemco, Inc.	BM-Woodbridge Place XII, Inc. Venture Grand Blanc (Michigan) Quantum Polymer Processors, Inc. (Michigan) Venture Grand Rapids (Michigan) Venture Hopkinsville (Kentucky)
Vemco Leasing, Inc.	Venture Western Michigan Ltd. (Kentucky)
Venture Europe, Inc..	None
Venture EU Corporation	None
Experience Management LLC	Venture Management (Kentucky & Michigan)

EXHIBIT "G"
(See Section 3.10 of Security Agreement)

FEDERAL EMPLOYER IDENTIFICATION NUMBERS AND STATE ORGANIZATION
NUMBERS

<u>Debtor</u>	<u>ID Number</u>	<u>State Organization Number</u>
Venture Holdings Company LLC	38-3470015	B53889
Venture Industries Corporation	38-2034680	064-942
Venture Leasing Company	38-2777356	189-066
Venture Mold & Engineering Corporation	38-2556799	127-097
Venture Service Company	38-3024165	494-275
Venture Holdings Corporation	38-2793543	440-502
Vemco, Inc.	38-2737797	306-093
Vemco Leasing, Inc.	38-2777324	453-296
Venture Europe, Inc.	38-3464213	08022A
Venture EU Corporation	38-3470019	18745A
Experience Management LLC	38-3382308	B24201

**EXHIBIT H
COMMERCIAL TORT CLAIMS**

The following claims sounding in tort, although some may be viewed as contractual in nature, are in litigation (claims which are not yet in litigation are not listed):

1. Litigation on behalf of Venture Holdings Corporation, as successor to Bailey Corporation ("Venture") against ITT Automotive, Inc. ("ITTA") alleging, among other things, that (a) ITTA misrepresented itself to Venture when it made statements to the effect that (i) it would deal fairly with Venture as to a price increase for the NS/GS part and (ii) it would extend its contract with Venture for the NS/GS part if Venture continued to produce and sell NS/GS parts to Venture. Oakland County Circuit Court, Case No. 98-003510 CK.
2. A counterclaim by Venture Industries Corporation and Vemco, Inc. against Bombardier, Inc. claiming that it (i) misrepresented its intentions regarding its taking possession of certain tooling (and thereby defrauded Venture) and (ii) it converted certain trade secrets of Venture to its own use and disseminated them to third parties. U.S. District Court E.D. Michigan, Case No. 99-70072.
3. Litigation by Venture Industries Corporation, Vemco, Inc., Patent Holding Company and Larry J. Winget ("Plaintiffs") against Autoliv, ASP, Inc. and Autoliv, Inc. ("Defendants") alleging that Autoliv ASP, Inc. converted certain trade secrets of Plaintiffs to their own use and disseminated them to third parties. U.S. District Court E.D. Michigan, Case No. 99-75354.